

JTPPM

Reviewed for LHMPO ready for signature

JBSI

MPD Finance Acknowledged

ML

<b>CAR Agreement Number</b>	GRT-21-0008160-T		
<b>AG Contract Number</b>	P0012017003762		
<b>Program/Phase/Federal Aid</b>	SPR	PLH2201P	LHMS022
	PL(CPG)	PLH2202P	LHMP022
	STBGP	PLH2203P	LHMT022
<b>AFIS Payment Number and Address Code</b>	PZ000038747 P0001		
<b>Dun &amp; Bradstreet (DUNS)</b>	079327291		
<b>SAM.GOV CAGE Code</b>	7LR88		
<b>Description</b>	Planning Organization Agreement for Work Program Implementation		
<b>AFIS GAE Number</b>	To be provided in WP Award Letter(s)		

**GRANT AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION

THIS AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.), § 28-401, § 28-334, § 28-367et seq., is entered into  
5/18/2021, between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, herein referred to as ADOT; and LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION (LHMPO) herein referred to as the MPO or SUBRECIPIENT. ADOT and the MPO are collectively referred to as the "Parties", and individually as ADOT, LHMPO, MPO, and "Party".

**RECITALS**

- 1) To ensure a continuing, cooperative, and comprehensive transportation planning process that involves cooperation/coordination between the MPO and ADOT through the sharing of information.
- 2) The Metropolitan Planning Organization (MPO) and its boundaries were designated pursuant to the requirements of Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450 et seq.).
- 3) The MPO is charged with the responsibility of carrying out transportation planning and programming processes that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and supports metropolitan community development and social goals.
- 4) ADOT is a State Transportation Agency pursuant to Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450). ADOT is the direct recipient of federal apportioned and grant funds from Federal Highway Administration (FHWA) funds including but not limited to: State Planning and Research (SPR) funds, Metropolitan Planning Funds (PL), Surface Transportation Block Grant (STBG) funds; and from Federal Transit Administration (FTA) funds including but not limited to: apportioned funds per United States Code (49 U.S.C. 5303), 5310 Program funds, 5311 Program funds; and other federal and state funds over which ADOT has fiduciary responsibility. ADOT provides all or part of those funds to SUB-RECIPIENTS for the purpose of performing the Work Program, purposes identified in the Scope of this Agreement, and/or as identified for other specific projects. The Catalog of Federal Domestic Assistance (CFDA) numbers are provided below for funds commonly awarded to ADOT as a direct recipient and for which ADOT often passes on all or part of those funds to SUB-RECIPIENTS; this list is not all-inclusive and does not limit use of other funds under this Agreement.

Catalog of Federal Domestic Assistance (CFDA)			
CFDA Number	Agency	Grant Program	Title
20.205	FHWA	all	Highway Planning and Construction
20.505	FTA	5304/5305	Metropolitan Transportation Planning
20.513	FTA	5310	Capital Assistance Program for Elderly Persons and Persons with Disabilities
20.509	FTA	5311	Formula Grants for Other Than Urbanized Areas

- 5) ADOT is authorized to allocate said funds for all Planning Organizations throughout the State of Arizona.

- 6) The MPO is to be the sub-recipient of Metropolitan Planning Funds (PL Funds) authorized under 23 U.S.C. 104 (f) and 49 U.S.C. 5305 to carry out the provisions of 23 U.S.C. 134/49 U.S.C. 5303. The MPO is responsible for performing relevant responsibilities of the regulations and relevant programmatic requirements established by the funding source or by ADOT.
- 7) In accordance with 2 CFR 200.328, ADOT shall monitor all activities performed by its staff or by sub-recipients of FHWA and FTA funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met.
- 8) ADOT has primary responsibility for administering FHWA and FTA funds allocated to the MPO and ensuring that such funds are expended for eligible costs, purposes, and activities in accordance with 23 CFR 420.113, that are allowable per 2 CFR 200 et seq., as adopted or otherwise modified pursuant to 2 CFR 1201 and that are within the MPO planning boundaries.
- 9) ADOT has primary responsibility for administering State Highway User Revenue Funds pursuant to A.R.S. 28-6993(G). In the event that the MPO is to be the recipient of HURF funds, the MPO is responsible for performing relevant responsibilities of the regulations and relevant programmatic requirements established by the funding source, by ADOT, and/or ADOT Policy and Procedure FIN-5.01 HURF Exchange Program.
- 10) 23 CFR 450.314 requires that ADOT and the MPO enter into an agreement clearly identifying the responsibilities for cooperatively carrying out the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law (including but not limited to corridor and subarea studies pursuant to 23 CFR 450.318).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

---

**TABLE OF CONTENTS: AGREEMENT SECTIONS**

<b>SECTION NUMBER</b>	<b>SECTION TITLE</b>
<b>Section 1.0</b>	<b>SCOPE OF WORK</b>
	(a) Metropolitan Transportation Planning and Programming
	(b) Biennial Work Program
	(c) Performance Provisions and HPMS Data Collection
	(d) Requirements for Pass-Through
<b>Section 2.0</b>	<b>WORK PROGRAM BUDGET</b>
<b>Section 3.0</b>	<b>WORK PROGRAM APPROVAL AND TIMELINES</b>
<b>Section 4.0</b>	<b>RIGHTS OF REVIEW</b>
<b>Section 5.0</b>	<b>ACCOUNTING RECORDS</b>
	(a) Establishment and Maintenance of Accounting Records
	(b) Funds Received or Made Available for the Work Program
	(c) Costs Incurred for the Project
	(d) Documentation of Work Program Costs
	(e) Documentation of Matching Funds
	(f) Checks, Orders, and Vouchers
	(g) Indirect Costs
<b>Section 6.0</b>	<b>AUDIT</b>
	(a) Monitoring
	(b) Federally funded
	(c) Other audit requirements
	(d) Report submission
	(e) Record Retention
<b>Section 7.0</b>	<b>REQUISITIONS AND PAYMENTS</b>
	(a) Arizona Electronic Grant Management System (E-Grants)
	(b) Actions by the MPO
	(c) ADOT's Obligations
	(d) Disallowed Costs
	(e) Monthly Reconciliation Process
	(f) Billing Limitation and WP Closeout
	(g) Availability of Funds
	(h) Lapsing Funds
<b>Section 8.0</b>	<b>PROCUREMENT, FIXED ASSETS, TRAVEL</b>
	(a) Procurement Policy
	(b) Use, and Disposition of Real Property and Equipment
	(c) Travel
<b>Section 9.0</b>	<b>CONTRACTS OF THE MPO</b>
<b>Section 10.0</b>	<b>PUBLICATIONS</b>
<b>Section 11.0</b>	<b>TITLE VI OF THE CIVIL RIGHTS ACT OF 1964</b>
	<b>APPENDIX A</b>
	<b>APPENDIX E</b>
<b>Section 12.0</b>	<b>DISADVANTAGED BUSINESS ENTERPRISES (DBE)</b>
<b>Section 13.0</b>	<b>DEBARMENT/SUSPENSION</b>
<b>Section 14.0</b>	<b>PROHIBITED INTERESTS</b>
<b>Section 15.0</b>	<b>GRATUITIES</b>
<b>Section 16.0</b>	<b>BONUS OR COMMISSIONS</b>
<b>Section 17.0</b>	<b>CONFLICT AND DISPUTE RESOLUTION PROCESS</b>
<b>Section 18.0</b>	<b>SUSPENSION OR TERMINATION FOR CONVENIENCE</b>
<b>Section 19.0</b>	<b>FORCE MAJEURE</b>
<b>Section 20.0</b>	<b>INDEMNIFICATION</b>
<b>Section 21.0</b>	<b>INSURANCE REQUIREMENTS</b>
<b>Section 22.0</b>	<b>COPYRIGHT AND PATENT</b>
<b>Section 23.0</b>	<b>ANTI-LOBBYING</b>
<b>Section 24.0</b>	<b>ENERGY CONSERVATION</b>
<b>Section 25.0</b>	<b>ENVIRONMENTAL PROTECTION</b>
<b>Section 26.0</b>	<b>DRUG FREE WORKPLACE</b>

SECTION NUMBER	SECTION TITLE
Section 27.0	TRANSPARENCY ACT
Section 28.0	FTA CERTIFICATIONS AND ASSURANCES
Section 29.0	RESPONSIBILITIES OF THE FISCAL AGENT
Section 30.0	INCORPORATION OF FEDERAL TERMS
Section 31.0	MISCELLANEOUS PROVISIONS
Section 32.0	AGREEMENT PERIOD, MODIFICATIONS, EXTENSION, AND AUTHORITY



## DEFINITIONS

TERM	DEFINITION
<b>Administrative modification (23 CFR 450.104)</b>	A minor revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that includes minor changes to project/project phase costs, minor changes to funding sources of previously included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment, a re-demonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas).
<b>ADOT</b>	Arizona Department of Transportation
<b>Allocation</b>	Funds described by the awarding Federal Agency as authorized for ADOT award or expenditure for a particular purpose and the portioned amount granted to the recipient of this Agreement by ADOT for the purpose described by the Agreement. Allocated funds are not available for use until obligated with and approved by the Federal awarding agency.
<b>Amendment: Program/Projects (23 CFR 450.104) and Budget Revisions (2 CFR 200.308)</b>	<p>A revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes or changing the number of stations in the case of fixed guide way transit projects). Changes to projects that are included only for illustrative purposes do not require an amendment. An amendment in this case is a revision that requires public review and comment and a re-demonstration of fiscal constraint. If an amendment involves “non-exempt” projects in nonattainment and maintenance areas, a conformity determination is required.</p> <p>ADOT extends the same term “Amendment” to major changes to the annual Work Program Budget or Plan. A modification to the Work Program that involves a major change to a project, project costs, initiation dates, design concept or scope, or a change that adds or deletes projects, or is otherwise stipulated as a change requiring approval under 2 CFR 200.308 shall be considered an Amendment for purposes of this Agreement.</p>
<b>Asset management (23 CFR 450.104)</b>	A strategic and systematic process of operating, maintaining, and improving physical assets, with a focus on engineering and economic analysis based upon quality information, to identify a structured sequence of maintenance, preservation, repair, rehabilitation, and replacement actions that will achieve and sustain a desired state of good repair over the lifecycle of the assets at minimum practicable cost.
<b>BECO</b>	ADOT’s Business Engagement and Compliance Office
<b>CFR</b>	Code of Federal Regulations available at <a href="http://ecfr.gov">http://ecfr.gov</a>
<b>CMAQ</b>	Congestion Mitigation Air Quality Improvement funds
<b>COG</b>	Councils of Government
<b>Cognizant Agency (2 CFR 200.19)</b>	<p>Cognizant agency for audit: The Federal agency designated to carry out the responsibilities described in 2 CFR 200.513 Responsibilities, paragraph (a). The cognizant agency for audit is not necessarily the same as the cognizant agency for indirect costs. A list of cognizant agencies for audit may be found at the Federal Audit Clearinghouse Web site.</p> <p>Cognizant agency for indirect costs: The Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this 2 CFR 200 on behalf of all Federal agencies. The cognizant agency for indirect cost is not necessarily the same as the cognizant agency for audit. For assignments of cognizant agencies see the following:</p> <ul style="list-style-type: none"> <li>(a) For IHEs: Appendix III to Part 200—Indirect (F&amp;A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), paragraph C.11.</li> <li>(b) For nonprofit organizations: Appendix IV to Part 200—Indirect (F&amp;A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, paragraph C.12.</li> <li>(c) For state and local governments: Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans, paragraph F.1.</li> <li>(d) For Indian tribes: Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposal, paragraph D.1.</li> </ul>
<b>DBE</b>	Disadvantaged Business Enterprise
<b>(FAC) Federal Audit Clearinghouse</b>	Site to obtain form SF-SAC and to submit Audits. The last known website address for the FAC home page is <a href="https://harvester.census.gov/facweb">https://harvester.census.gov/facweb</a> .
<b>(FAST Act) Fixing America’s Surface Transportation Act</b>	FAST Act: Fixing America’s Surface Transportation Act signed December 4, 2015 (Public Law No. 114-94) provides long-term funding certainty for surface transportation infrastructure planning and investment.

TERM	DEFINITION
	The FAST Act places focus on safety, keeps intact the established structure of the various highway-related programs, continues efforts to streamline project delivery, and provides a dedicated source of federal dollars for freight projects. The FAST Act, effective October 1, 2015, mandates additional requirements relevant to this Scope. The MPO shall incorporate the requirements as requested or required by ADOT or any applicable agency of the US DOT.
<b>FHWA</b>	Federal Highway Administration
<b>Financial Plan (23 CFR 450.104)</b>	Documentation required to be included with a metropolitan transportation plan and TIP (and optional for the long-range statewide transportation plan and STIP) that demonstrates the consistency between reasonably available and projected sources of Federal, State, local, and private revenues and the costs of implementing proposed transportation system improvements.
<b>Fiscal Year</b>	State Fiscal Year of July 1 through June 30 of the following calendar year
<b>Fiscally Constrained or Fiscal Constraint</b>	The metropolitan transportation plan, TIP, and STIP includes sufficient financial information for demonstrating that projects in the metropolitan transportation plan, TIP, and STIP can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two years of the TIP and STIP only if funds are "available" or "committed" (23 CFR 450.104). The work program must also be fiscally constrained.
<b>Fixed Rate Plan</b>	Indirect Cost Plan wherein a fixed rate is agreed to in advance, based on an estimate of future costs, but not retroactively adjusted. Instead, the difference between estimated and actual costs is carried forward to future years.
<b>FTA</b>	Federal Transit Administration
<b>Grantee / Subgrantee</b>	Grantee is used interchangeably with Recipient; Subgrantee is used interchangeably with sub-recipient.
<b>HPMS</b>	The Highway Performance Monitoring System (HPMS) is a national level highway information system that includes data on the extent, condition, performance, use and operating characteristics of the nation's highways. The HPMS contains administrative and extent of system information on all public roads, while information on other characteristics is represented in HPMS as a mix of universe and sample data for arterial and collector functional systems. ( <a href="https://www.fhwa.dot.gov/policyinformation/hpms.cfm">https://www.fhwa.dot.gov/policyinformation/hpms.cfm</a> )
<b>MAP-21: Moving Ahead for Progress in the 21st Century</b>	On July 6, 2012, President Obama signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21) as the federal funding mechanism for surface transportation programs. MAP-21 creates a streamlined, performance-based, and multimodal program to address the many challenges facing the U.S. transportation system. These challenges include improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery.
<b>Matching Funds</b>	Monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 2 CFR 200.306 and 2 CFR 200 Subpart E.
<b>Metropolitan Planning Areas</b>	Metropolitan Planning Areas were established by the Governor of Arizona via Executive Order 70-2 dated July 8, 1970.
<b>MPO</b>	Metropolitan Planning Organization
<b>Obligation</b>	The portion of the allocated funds expected to be expended in the current federal fiscal year for the projects associated with the Agreement. If the estimate changes during the year, the amount designated as obligation with the Federal awarding agency must be adjusted and a time delay may occur for actual availability of funds for use. The obligation for the year cannot exceed the funds allocated for the agency.
<b>OMB</b>	Office of Management and Budget
<b>OMB Circular</b>	Available at <a href="http://www.whitehouse.gov/omb/information-for-agencies/circulars">http://www.whitehouse.gov/omb/information-for-agencies/circulars</a>
<b>Pass-Through Entity</b>	A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200.74).
<b>Performance Measure (23 CFR 490.101)</b>	An expression based on a metric that is used to establish targets and to assess progress toward meeting the established targets (e.g., a measure for flight on-time performance is percent of flights that arrive on time, and a corresponding metric is an arithmetic difference between scheduled and actual arrival time for each flight).
<b>Performance Metric (23 CFR 490.101)</b>	A quantifiable indicator of performance or condition
<b>Performance Target (23 CFR 490.101)</b>	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Highway Administration (FHWA).

TERM	DEFINITION
<b>PL</b>	Metropolitan Planning funds
<b>Project</b>	The preparation and adoption of the annual Work Program for the planning area which is supported by federal funds and/or the completion of the elements defined within the Work Program.
<b>Recipient</b>	The agency receiving funds directly from a federal funding source. All requirements placed on the recipient by the federal awarding agency, statute, rules, or directives are passed on to the sub-recipients of that funding.
<b>Revision</b>	Changes that move funds around within a budget without changing scope, elements, or tasks and that do not modify the final total budget amount.
<b>Single Audit, Scope</b>	Any agency expending \$750,000 in federal funds must be audited annually. Pursuant to 2 CFR 200.514, a single audit must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS); cover the entire operations of the auditee or include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period; and provided that each such audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit.
<b>SPR</b>	State Planning and Research funds
<b>STBG</b>	Surface Transportation Block Grant funds
<b>System for Award Management (SAM) (<a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a>)</b>	The System for Award Management (SAM) is an official website of the U.S. government. There is no cost to use SAM. You can use this site for FREE to Register to do business with the U.S. government, Update or renew your entity registration, Check status of an entity registration, Search for entity registration and exclusion records.
<b>(STIP) State Transportation Improvement Program (23 CFR 450.104)</b>	A statewide prioritized listing/program of transportation projects covering a period of 4 years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
<b>Sub-recipient</b>	The legal entity to which a sub-award is made and which is accountable to the recipient for the use of the funds provided. Any person or government, department, agency, establishment, for-profit or not-for-profit (non-profit) organization that receives federal funds through ADOT.
<b>Task</b>	A specific task within a work element. For example: A Work Element might be "Data Collection" whereas a task under that element would be "Traffic Counting"
<b>(TIP) Transportation Improvement Program (23 CFR 450.104)</b>	A prioritized listing/program of transportation projects covering a period of 4 years that is developed and formally adopted by an MPO or MPOs as part of the metropolitan transportation planning process for the MPA, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. chapter 53.
<b>(UPWP) Unified Planning Work Program (23 CFR 450.104)</b>	A statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds. (MPD uses "WP" to refer to the annually-required work program in this Agreement.)
<b>U.S.C.</b>	United States Code – available at: <a href="http://www.gpo.gov/fdsys/">http://www.gpo.gov/fdsys/</a>
<b>Work Element</b>	A broad category of work. For example: "Public Participation", "Data Collection", or "Planning" represent work elements.
<b>(WP) Work Program / Work Plan</b>	The annual plan developed in cooperation with ADOT that lists all planning work elements and tasks to be undertaken during a State fiscal year, together with a complete description thereof and an estimated budget.

**RESPONSIBILITY MATRIX for TIMED EVENTS**

This RESPONSIBILITY MATRIX FOR TIMED EVENTS is provided to summarize compliance items within the scope and/or terms and conditions in this Agreement that contain deadlines, due dates, or required-by dates; and is intended as a quick reference reminder only. In the event that a deadline, due date, or required-by date is not found within this table or otherwise differs, the scope and/or terms and conditions in this Agreement take precedence.

Due Date	MPO	ADOT	TASK	REFERENCE
3/31	X		Complete Annual Audit of prior year & Submit Report	Section 6.0 (b) & (d)
4/1	X		Submit Annual Indirect Cost Plan	Section 5.0 (g)
4/1	X		Complete LPA DBE System Reporting	Section 12.21
5/22	X		Submit Approved WP to ADOT Regional Planner	Section 3.0
5/22	X		Submit a Funding Authorization Request Letter per funding source	Section 3.0
Prior to 6/30	X	X	Execute Amendment to Extend Agreement	Section 29.0
7/1	X	X	Close and complete prior year WP	Section 1.0
7/30	X		Submit Final Reimbursement Request (Invoice)	Section 7.0 (f)
7/30	X		Submit final Project Close-Out Letters	Section 7.0 (f)
10/1	X		Complete LPA DBE System Reporting	Section 12.21
7 Days	X		Confirm good faith by contractors or determine action required for LPA DBE system discrepancies	Section 12.10
7 Days	X		Notify the contractor within 7 days of receiving notice from ADOT BECO that a participating DBE is not meeting a Commercially Useful Function	Section 12.16
10 Days	X	X	Notify MPD Finance of Monthly Reconciliation Variances	Section 7.0 (e)
15 Days	X		Within 15 calendar days after Notice of Procurement Award, enter federally-funded contracts in the LPA DBE System.	Section 12.11
15 Days	X		Report payments to prime contractors in the LPA DBE System no later than 15 days after the end of each month	Section 12.12
30 Days		X	Issue payment or request for additional support within 30 days of receipt of invoice	Section 7.0 (b)
30 Days	X		Comply with request for additional invoice support	Section 7.0 (b)
30 Days	X		DBE Certification of Final Payment Forms submitted within 30 days of subcontractor work completion	Section 12.20
90 days of Expiration or Termination of Grant		X	Submit all financial, performance and related reports for the MPO to the respective Federal Agency	Section 7.0 (e)
Within 90 days of Annual Notification	X		Sign, Affirm, and Return FTA Certifications and Assurances	Section 28.0

Due Date	MPO	ADOT	TASK	REFERENCE
2 Weeks Prior to Biennial WP Meeting	X		Submit WP draft to ADOT Regional Planner	Section 3.0
First Thursday of Each Month		X	Distribute the Monthly Financial Statement	Section 7.0 (e)
Last Day of Each Month	X		Monitor and enforce that contractors enter and report subcontractor payments in the LPA DBE System	Section 12.14
Monthly or Quarterly	X		Submit Invoice & Progress Report	Section 7.0 (a)(1) & (2)
Quarterly	X		Submit notice of no activity if applicable	Section 7.0 (a)(3)
Quarterly	X		Submit federal Disclosure of Lobbying Activity, Standard Form LLL if applicable	Section 23.0
Quarterly		X	ADOT MPD Finance shall provide a financial statement.	Section 7.0 (b)
Annually		X	Submit FTA Certifications and Assurances to MPO	Section 28.0

**Section 1.0**      **SCOPE OF WORK****(a) Metropolitan Transportation Planning and Programming**

The MPO shall perform designated requirements under 23 CFR 450 et seq. For example: the MPO shall develop a metropolitan transportation plan according to the requirements of 23 CFR 450.324 that includes a financial plan 23 CFR 450.324(f)(11), and shall establish a metropolitan TIP (23 CFR 450.326). The requirements under 23 CFR 450 et. seq. are incorporated herein by reference.

The SUBRECIPIENT must exercise the State's tribal consultation and coordination protocol. The purpose for this provision is to ensure compliance with "ADOT's Tribal Consultation Policy" (Exhibit F) and Arizona Revised Statute Section 41-2051, Subsection C - Responsibilities of state agencies located at: <https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/02051.htm>. An ADOT Tribal Transportation Consultation Online Training Course and Handbook are available to the SUBRECIPIENT on the Arizona Tribal Transportation website at: <http://www.aztribaltransportation.org/training.asp>.

The MPO shall maintain an E-STIP account and submit to ADOT MPD a four-to-five year TIP of prioritized projects, approved by the MPO board, by July 1 of each year.

To assist ADOT in compliance with the provisions of 23 CFR Part 515, related to Asset Management Plans specific to the non-Interstate National Highway System (NHS): The MPO will include all projects on the non-Interstate NHS in their TIP, regardless of funding source or administrative oversight. The MPO will work with their local public agencies and ADOT to develop 10-year state-of-good repair targets for NHS bridges and non-Interstate NHS pavements.

The MPO shall perform designated responsibilities from 23 USC et seq., 49 USC et seq., ARS 28-6993, and any other funding source when funding is allocated from such sources in the approved Work Program. By including a funding type in the Work Program budget, the MPO agrees to adhere to the requirements of each funding type and to perform all designated responsibilities of that funding type. The HURF program is provided here as an example of requirements that may exist. The HURF program derives from ARS 28-6993. However, ADOT Policy FIN-5.01 HURF Exchange Program establishes the requirements for such funding. In the event the MPO accepts an award of HURF funds or uses HURF funds as a source of funding for a project in the WP, the MPO agrees to adhere to the requirements of that policy.

The SUBRECIPIENT shall establish and maintain an entity registration on the federal System for Award Management website: <https://www.sam.gov/SAM/>. This registration will be used by ADOT to confirm eligibility to receive federal funds.

The MPO shall adhere to relevant requirements from the agreements between ADOT and FTA or FHWA, as modified from time-to-time, or provide ADOT with relevant information, data, or reports to aid in ADOT's compliance. The FTA Master Agreement may be located at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>. The FHWA Stewardship Agreement may be located at <https://www.fhwa.dot.gov/federalaid/stewardship>.

In the event that the MPO determines that it will not follow any requirements established by optional funding sources, the MPO shall request an amendment to the Work Program to remove that funding source and/or its funded Projects. In the event reimbursements have already been issued from that funding source, 100% of those reimbursements must be returned to ADOT at the time of amendment request. The MPO may not request removal of funding sources mandated by its designation as an MPO and may not refuse to perform any associated requirements.

**(b) Biennial Work Program**

The Project under this Agreement is defined as the preparation and adoption of the biennial Work Program (WP) for the Metropolitan Planning Area which is supported by federal funds. The WP is the biennial plan developed in cooperation with ADOT and public transportation providers, that lists all planning work elements and tasks to be undertaken during a fiscal year, together with a complete description thereof, the expected start and completion dates, and an estimated budget, as required by 23 CFR 450.308.

The WP shall include the major work elements the MPO proposes to undertake. Some examples include, but are not limited to: a fiscally constrained Transportation Improvement Program (TIP), Long Range Transportation Plan, data collection for the Highway Performance Monitoring System, a Public Participation Plan, and planning studies. Additional elements related to: transit, energy, programs that encourage and promote the safe and efficient development, management, and operation of surface transportation systems to serve the mobility needs of people and freight (including accessible transportation facilities) and foster economic growth



and development while minimizing transportation-related fuel consumption and air pollution, greenhouse gases, Title VI, and air quality should be included when federally mandated or mutually agreed upon.

The WP shall include an organizational chart describing the functional relationship of MPO Employees. Other organizational information related to member agencies, the fiscal agent, legal counsel, governing committee structure, operational procedures, and bylaws shall be available to ADOT upon request.

The WP will include a detailed description of all equipment to be procured during the current period with a purchase price of \$5,000 or greater. Any additional equipment of \$5,000 or greater to be procured throughout the current WP period will require advanced written approval from ADOT, FHWA, and FTA.

Approval shall consist of approval of each WP by the appropriate funding agency, including ADOT, FHWA, FTA, and the MPO Governing Board. Individual work elements or tasks of the WP, although accepted by the federal funding agencies, may be subject to further applicable conditions outlined in federal statute, regulations, or guidance; state statutes, regulations, or rules; or additional guidelines or guidance provided by ADOT.

The approval for any specific WP extends for only the period for which the WP was developed in accordance with Federal requirements.

Portions of the WP not completed during the indicated fiscal year are not eligible for funding, unless specifically included as a project in the succeeding WP. Funding will be authorized on an annual basis.

The effective date of each WP will be July 1 of each year and will be in effect for a twenty-four (24) month period. Upon approval of each new WP, the previous WP shall be closed in accordance with ADOT processes.

The MPO shall commence, carry on, and complete the WP with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all applicable laws, including all applicable transportation planning responsibilities.

The MPO shall submit to ADOT such data, reports, records, contracts, and other documents relating to its performance as a Metropolitan Planning Organization as ADOT, the current Federal funding legislation, FHWA, and/or FTA may require.

**(c) Performance Provisions and HPMS Data Collection**

Pursuant to 23 CFR 450.314(h), the SUBRECIPIENT, the State, and providers of public transportation shall develop specific written provisions for cooperative development and sharing of information related to transportation performance data, the selection and reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the MPOs designated region, and the collection of data for the State asset management plan for the National Highway System.

ADOT acknowledges and accepts the responsibility for data accuracy and timely reporting of Highway Performance Monitoring System (HPMS) data under State Statute and Federal Regulations and Policy. This does not limit the necessary SUBRECIPIENT participation in either the data collection process or meeting reporting requirements requested by the State. In the spirit of the cooperation described in 23 USC 134 and 23 CFR 450 et seq., such participation is requested in the interest of potentially increasing the distribution of FHWA funding to the State, promoting consistency between transportation improvements and State and local planned growth, and enhancing the integration of connectivity of the transportation system across and between modes, providing successful, cohesive, long-range transportation plans.

ADOT encourages the SUBRECIPIENT and its member agencies to continue traffic data collection to supplement the State's needs. ADOT heavily relies on local and regional participation to meet federal HPMS compliance, particularly on roadways functionally classified above local such as Minor Arterials, Major Collectors, and Urban Minor Collectors. In addition to these three categories, ADOT appreciates and values all traffic count data submitted for all roadway classifications as it only enhances our data and ability to provide more accurate traffic data and modelling services to our regional planning partners and the Federal Highways Administration.

The SUBRECIPIENT shall coordinate with ADOT to facilitate the collection of traffic count data as described on the ADOT Multimodal Planning Division Traffic Monitoring Section website: <https://azdot.gov/planning/transportation-analysis/traffic-monitoring>. Such data shall be reported in the Transportation Count Data System (TCDS) on at least a monthly basis in the form of raw data from

traffic counting devices. Reporting shall be a collaborative effort among ADOT, COGs, MPOs, TMAs, and member local public agencies. To facilitate this requirement, ADOT shall schedule training sessions and provide ad-hoc support as needed.

(d) Requirements for Pass-Through

In the event that the MPO passes through funds to another entity, the MPO is responsible for meeting the requirements of 2 CFR 200.331.

## **Section 2.0      WORK PROGRAM BUDGET**

The WP Budget shall consist of separate statements for WP Years 1 and 2 that include federal, state, local, and other funding sources by work element and task. The MPO shall maintain said WP Budget, carry out the WP, and shall incur obligations against and make disbursements of WP funds only in conformity with the latest approved budget for the WP. As so stated, the approved amount for each specific work element and task shall be consistent with the budgeted amount as defined in the WP.

The WP shall include an indicator for each project in the budget to indicate whether that project is expected to be procured for contractors/consultants to perform the project. The MPD Contracts Program Manager will use that list to submit to ADOTs Business Engagement and Compliance Office (BECO) for advance establishment of the DBE System “contract number” for the project’s procurement effort for the AZUTRACS “bidder’s list” requirements.

Revisions to the WP Budget may occur periodically and must be made in accordance with 2 CFR 200.308. Revisions to the work program may also require revisions to the STIP, TIP or other requirements relative to 23 CFR 450. However, every revision of the work program may not require formal amendments. Revisions that do not modify the ADOT, FHWA and FTA approved WP final total budget or the overall scope of approved work plan elements or tasks are defined by 23 CFR 450.104 as “Administrative Modifications”.

ADOT, FHWA, and FTA shall be notified of all revisions prior to approval by the MPO.

Changes in the scope of an approved work program element or task and additions or deletions of funds which change the total funding of an approved task shall be considered “amendments” requiring the MPO to obtain prior approval in accordance with 2 CFR 200.308. Pursuant to 2 CFR 200.308(e) and FHWA, the transfer of funds among direct cost categories or programs, functions, and activities in which the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency are restricted.

The MPO will submit the revised work plan to the ADOT Regional Planner in writing electronically or by mail summarizing the requested modifications. ADOT will notify FHWA and FTA of the respective modification and advise the MPO of final disposition within 10 days of notice from FHWA or FTA.

A request for prior approval of any budget revision will be in the same budget format (2 CFR 200.308.h) and shall be accompanied by a narrative justification for the proposed revision.

A request for prior approval under the applicable Federal cost principles may be made by letter. A request by the MPO for prior approval will be addressed in writing to ADOT. The awarding agency will promptly review such request and shall approve or disapprove the request in writing.

The MPO shall limit the total amount of funds programmed in the WP for the fiscal period to the following:

- (1) Funds allocated to the MPO for the subject fiscal period from all sources;
- (2) Any unspent funds that had been approved in the previous fiscal period for which final billing had not been received.
- (3) The value of third party in-kind contributions may be accepted as the match for federal funds, in accordance with the provisions of 2 CFR 200.306 and 2 CFR 200 Subpart E. ADOT requires match to be applied on specific work elements or tasks. The amount of in-kind contributions shall be identified in the WP and be accompanied by a narrative description of the service being provided in addition to identification of the organization that will be providing the service and the source of valuation for the dollars attributed to such service.



### **Section 3.0**      **WORK PROGRAM APPROVAL AND TIMELINES**

The MPO will submit a WP draft to the ADOT Regional Planner for review and comments to be incorporated into the WP two weeks prior to the biennial Work Program meeting.

The MPO shall submit one hard copy and one electronic copy of the Board approved WP to the ADOT Regional Planner on or before May 22<sup>nd</sup>. ADOT will submit the MPO WP with the State WP to FHWA and FTA for approval. For funds to be available for use by July 1<sup>st</sup>, the MPO shall also submit by May 22<sup>nd</sup>, a fund authorization request letter per funding source to [MPDAUTHORIZATION@AZDOT.GOV](mailto:MPDAUTHORIZATION@AZDOT.GOV) and cc: the ADOT Regional Planner.

The MPO may not incur any costs for work outlined in the WP or any subsequent amendments prior to receiving written approval from ADOT, FHWA, and FTA. Any costs incurred prior to receiving written approval from ADOT for State funds shall not be eligible for reimbursement. Any costs incurred prior to receiving written approval from the federal awarding agency shall not be eligible for reimbursement from federal funds in accordance with 2 CFR 200.458.

### **Section 4.0**      **RIGHTS OF REVIEW**

As required by 2 CFR 200.337, ADOT, FHWA, and FTA shall have the right to access and review the work (and approval or concurrence as appropriate), including, but not limited to: the WP, the Transportation Improvement Program (TIP), the Long-Range Transportation Improvement Plan, all technical reports, the annual report, and all planning data prepared by the MPO. If ADOT, FHWA, and/or FTA finds that the work performed fails to comply with any requirement (e.g., work elements or tasks are not conducted in accordance with approved Work Programs, or work elements or tasks are found to be inconsistent with federal or state regulations or guidelines, or products/services were incorrectly procured), ADOT, FHWA, and/or FTA may use the enforcement actions contained in 2 CFR 200.339 to remedy the situation and any other appropriate remedies available at law. Right of access lasts as long as the records are retained (2 CFR 200.337(c)).

### **Section 5.0**      **ACCOUNTING RECORDS**

#### **(a) Establishment and Maintenance of Accounting Records.**

The MPO shall implement strong internal controls for accounting and compliance with grant/funding terms and conditions and ensure that its financial management system and any other system used for documentation or compliance is appropriate to implement the Work Program. The financial management systems must comply with all the requirements of 2 CFR 200.302.

The MPO shall establish separate Project Accounts for each work element and task of the Work Program Budget, to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Work Program Budget. The Work Program Budget and supporting documentation as set forth in 2 CFR 200 et seq., shall be made available upon request for examination by ADOT, FHWA, and FTA or the Comptroller General of the United States in accordance with the requirements of 2 CFR 200.337. Documentation shall be collected and stored as designated in 2 CFR 200.336; whenever practicable, in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements.

#### **(b) Funds Received or Made Available for the Work Program**

Pursuant to the requirements of 2 CFR 200.307, the MPO shall record in the Project Account all payments received by it from ADOT pursuant to this article and all other funds provided for, accruing to, or otherwise received on accounts of the WP, which ADOT payments and other funds are herein collectively referred to as WP Funds.

#### **(c) Costs Incurred for the Project**

The MPO shall charge to each Project Account all eligible costs of the WP. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of ADOT, FHWA, and FTA shall not be considered eligible costs. Determination of eligible costs shall be in accordance with the requirements of 2 CFR 200.402 through 2 CFR 200.414 and 2 CFR 200.420 through 2 CFR 200.475.

**(d) Documentation of Work Program Costs**

All costs charged to the WP including any approved services contributed by the MPO or others, shall be supported as required by 2 CFR 200.302 (b)(3) and 2 CFR 200 et seq.

**(e) Documentation of Matching Funds**

Match is defined as monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 2 CFR 200.306 and 2 CFR 200 Subpart E. Most federally-funded programs cannot use federal funds to provide match but certain exceptions exist to that stipulation. The MPO is responsible for ensuring that match is obtained from sources eligible for the relevant funding source on each Project. The MPO shall maintain records of verifiable matching funds and verifiable third party in-kind contributions as required by 2 CFR 200.306 and 2 CFR 200.302. Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees or cost-type contractors. These records must explain and demonstrate how the value placed on each third party in-kind contribution was derived.

**(f) Checks, Orders, and Vouchers**

Any check or order drawn by the MPO with respect to any item which is or will be chargeable against the Work Program will be drawn only in accordance with a properly signed voucher then on file with the MPO stating in proper detail the purpose for which such check or order is drawn. Signed vouchers shall incorporate the certification requirements pursuant to 2 CFR 200.415. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the WP shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

**(g) Indirect Costs**

If the MPO desires to be reimbursed for indirect costs, the MPO must prepare an indirect cost rate proposal and related documentation to support those costs. A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. If the MPO does not receive more than \$35 million in direct Federal funding, the MPO must develop an indirect cost proposal in accordance with the requirements of 2 CFR 200 Appendix VII and maintain the proposal and related supporting documentation for audit pursuant to 2 CFR 200.333 and submit the proposal to the cognizant agency for indirect costs if required by the cognizant agency to do so.

Pursuant to 2 CFR 200 Appendix VII.D.1.d, indirect cost proposals must be developed (and, when required, submitted) within six months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs. If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

As a council of governments, even if the MPO is incorporated as a nonprofit corporation under state law, 2 CFR 200 Appendix IV is not applicable. If the MPO receives only pass-through funds, ADOT will be responsible for negotiating and/or monitoring the MPOs indirect costs pursuant to 2 CFR 200 Appendix VII.D.1.b. The cognizant agency for indirect costs will review indirect costs proposals within a reasonable amount of time. The cognizant agency for indirect costs will review central services proposals within six months of receipt of the proposal and either negotiate/approve the proposal or advise the MPO of additional documentation needed to support/evaluate the proposed plan or the changes required to make the proposal acceptable.

After the plan has been approved by the cognizant agency (if required) the MPO must submit the approved plan to ADOT for review. ADOT reserves the right to respond with questions or concerns about the submitted plan, and to request resolution of errors. In the event that ADOT will act as the approver of the plan, ADOT will review the plan in detail following a similar review as completed by federal agencies. The Plan will establish the rate used for billing indirect costs. ADOT will not reimburse the MPO for indirect costs if an Indirect Cost Plan is not in place.

**Section 6.0 AUDIT**

The administration of resources awarded by ADOT to the MPO may be subject to audits and/or monitoring by ADOT, as described in this section.

(a) Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F, et seq., monitoring procedures may include, but not be limited to, on-site visits by ADOT staff or designees, limited scope audits as defined by 2 CFR 200 et seq. and/or other procedures. By entering into this Agreement, the MPO agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the MPO is appropriate, the MPO agrees to comply with any additional instructions provided by ADOT staff to the MPO regarding such audit. The MPO further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG), and ADOT's Financial Management Services.

It is the responsibility of the MPO to monitor their sub-recipients.

b) Federally funded

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in 2 CFR 200 Subpart F, et seq.,) are to have audits done annually using the following criteria:

1. In the event that the MPO or their sub-recipient expends \$750,000 or more in Federal awards in its fiscal year, the MPO and the sub-recipient must have a Single Audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq. Any non-Federal entity that expends less than \$750,000 in Federal awards during the non-Federal entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503: Relation to Other Audit Requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, the State, ADOT, and the Government Accountability Office (GAO). In determining the Federal awards expended in its fiscal year, the MPO and sub-recipient shall consider all sources of Federal awards, including Federal resources received from ADOT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200, et seq. An audit of the MPO conducted by the Arizona Auditor General or an independent auditor in accordance with the provisions 2 CFR 200 Subpart F, et seq. will meet the requirements of this part.
2. In connection with the audit requirements, the MPO shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508, et seq.
3. If the MPO expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from MPO resources obtained from other than Federal entities).
4. If the MPO is exempt from the Federal audit requirements, pursuant to 2 CFR 200.501(d), records must be available for review or audit by appropriate officials and an annual financial report must be submitted to ADOT MPD Finance.
5. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.
6. In compliance with 2 CFR 200.512(a), et seq. the audit shall be completed and the report must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

(c) Other audit requirements

The MPO shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action, a timetable for resolution, and current status of the audit findings are required to be submitted to ADOT. Current year audit findings require corrective action, a timetable for resolution, and status of findings will also be reported to ADOT.

If the MPO fails to take corrective action, ADOT will make a determination to:

1. make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the MPO of disallowed costs, or
2. take other action as determined appropriate.

If the MPO has not completed corrective action, a timetable for follow-up should be provided.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved in accordance with the section titled *REQUISITIONS AND PAYMENTS: Billing Limitation and WP Closeout* of this Agreement. Access to WP records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

(d) Report submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200 Subpart F, et seq., and required by this section titled *AUDIT* and/or the section titled *REQUISITIONS AND PAYMENTS* of this Agreement shall be submitted when required by 2 CFR 200 Subpart F, et seq., directly to each of the following:
  - a. [SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov).
  - b. The Federal Audit Clearinghouse (FAC) designated in 2 CFR 200.512 et seq., at: <https://harvester.census.gov/facweb/>.
  - c. The Federal Highway Administration at [Arizona.FHWA@dot.gov](mailto:Arizona.FHWA@dot.gov).  
  
Federal Highway Administration, Arizona Division  
4000 North Central Avenue, Suite 1500  
Phoenix, AZ 85012-1906
  - d. Other Federal agencies and pass-through entities in accordance 2 CFR 200 Subpart F, et seq.
2. Copies of written communication between the MPO and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled *AUDIT* of this Agreement shall be submitted by or on behalf of the MPO directly to:
  - a. ADOT at the following address at [SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov).
  - b. Any written communication required to be submitted to ADOT pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, et seq.
  - c. MPO's, when submitting financial reporting packages to ADOT for audits done in accordance with 2 CFR 200 Subpart F, et seq. should indicate the date that the reporting package was delivered in correspondence accompanying the reporting package.

(e) Record Retention

The MPO, along with their sub-recipients, shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow ADOT, FHWA, and FTA or its designee, access to such records upon request. The MPO shall ensure that audit working papers are made available to ADOT, FHWA, and FTA, or its designee, upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by ADOT.

**Section 7.0****REQUISITIONS AND PAYMENTS****(a) Arizona Electronic Grant Management System (E-Grants)**

The STATE implemented an electronic grant management system, titled "E-GRANTS". The SUBRECIPIENT agrees to submit all related documents through that system as required and requested by the STATE. The SUBRECIPIENT further agrees that any scanned documents attached in E-Grants shall comply with minimum 300 dpi scanning requirements, be clearly legible, and in PDF format. The STATE certifies that the electronic signatures comply with A.R.S. 41-132 and A.R.S. 44-7031. The SUBRECIPIENT agrees that pursuant to A.R.S. 41-132, any electronic signature processed through E-GRANTS has the same force and effect as a written signature and shall be considered a valid original pursuant to A.R.S. 11-487.02.

For further instructions on using the E-Grants system, please refer to the E-Grants Subrecipient User Guide posted on the ADOT Transit Planning web site, under ==> More Information.

SUBRECIPIENT shall maintain an active E-Grants profile with current email, address, and phone contact information.

**(b) Actions by the MPO** In order to obtain any payment, the MPO shall:

(1) Submit invoicing electronically in E-GRANTS wherever feasible. Paper invoicing will no longer be accepted for funding types identified in E-GRANTS. The SUBRECIPIENT agrees that all invoices and supporting documentation shall be submitted electronically through E-Grants. Submit no more than monthly and no less than quarterly through eGrants.

If invoicing for a funding type not identified in E-GRANTS, submit by Email to [MPDINVOICE@AZDOT.GOV](mailto:MPDINVOICE@AZDOT.GOV), its payment requisition in the format provided by ADOT in Exhibit A, as amended from time-to-time, and such other data pertaining to the Project Accounts and the WP as ADOT, FHWA, and FTA may require, to justify and support the payment requested.

All projects must reflect reimbursements within each calendar quarter. If the MPO chooses to invoice on a quarterly basis only, invoices shall be submitted no later than the 15<sup>th</sup> day of the third month of each calendar quarter. The purpose of this requirement is to ensure that a payment occurs at a minimum each quarter. Funds not processing payments on a quarterly basis become inactive and may be forfeited. Thus, for those subrecipients choosing to invoice quarterly, adjustments may be made for the prior quarterly invoice period on the next quarterly invoice submission.

(2) Support project-appropriate expenses and costs associated with the Approved Work Plan and the Approved Budget by receipts and other suitable and appropriate documentation pursuant to 2 CFR 200 Subpart E – Cost Principles, 2 CFR 200 et seq., and ADOT, as appropriate. All support documentation must be dated within the Work Program's fiscal year (except the final closeout invoicing as described in this Agreement) to be considered eligible. The SUBRECIPIENT may not incur any costs for work outlined in any amendment prior to receiving approval of that amendment. Any costs incurred prior to receiving such written document shall not be eligible for reimbursement in accordance with 2 CFR 200.458.

System-generated ledger report(s) that includes proof of payment (such as check number and date paid) must be submitted with the reimbursement request. Except for travel receipts, detailed support documentation shall be maintained by the SUBRECIPIENT and shall not be submitted to ADOT unless and until requested.

(3) Be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its sub-recipients. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq. and ADOT, as appropriate, and be accompanied by reporting of work accomplished by the MPO as described in the narrative progress report.

The narrative progress report shall describe the work and products accomplished which adequately justify and support the payment requested;

**Project Summary.** A tabular summary must be submitted with the Progress Report that lists all work elements / projects of the WP showing the budget of that item, every funding source contributing toward completing that item, the amounts billed to date, the total remaining work element/project balance, and the percent billed. Refer to Exhibit A examples. This report is designed to indicate each work element/project in the Work Program, and all of its funding sources for the entirety of the project. This report is intended to demonstrate the progress of a project across all funding sources, not only those funds administered by ADOT to ensure that funds distributed through ADOT result in completed projects. Each project must be reflected on this report for the duration of the Work Program.

(4) If no costs were incurred in the quarter, submit a statement to the ADOT Regional Planner so indicating but be aware that projects deemed inactive or not showing any forward progress may be in jeopardy of losing funding pursuant to federal rules and/or ADOT policy.

(5) Comply with all applicable provisions of this Agreement.

(6) **Certifications Required:** As required pursuant to 2 CFR 200.415 to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the MPO, which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

(7) **Financial Management:** The MPOs financial management systems must comply with all the requirements of 2 CFR 200.302.

(c) ADOT's Obligations

ADOT MPD Finance shall provide a financial statement to the SUBRECIPIENT on at least a quarterly basis.

Subject to other provisions hereof, ADOT will approve and honor such requisitions in amounts deemed proper in accordance with 2 CFR 200 et seq. to ensure the implementation of the WP and will reimburse eligible costs thereof in accordance herewith.

In accordance with 23 U.S.C. 104 and specific guidance from ADOT, FHWA and FTA, ADOT will reimburse the MPO for actual expenses incurred by the MPO in furtherance of the WP. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq., and ADOT, as appropriate, and be accompanied by reporting of work accomplished by the MPO as described in the narrative progress report.

ADOT will reimburse the MPO no later than 30 days from receipt of the request for reimbursement from the MPO. If ADOT believes the MPO did not provide adequate supporting documentation for reimbursement claims ADOT will reject the invoice, which will require resubmission by the MPO.

Notwithstanding any other provision of this section, ADOT may, by providing written notice, elect not to make a payment in the event of:

1. Misrepresentation: The MPO made a misrepresentation of a material nature in its WP, or any supplement thereto or amendment thereof, or in or with respect to any document of data furnished therewith or pursuant hereto;
2. Litigation: There is then pending litigation with respect to the MPO's performance of any of its duties or obligations which may jeopardize or adversely affect the WP, this Agreement, or payments to the MPO;
3. Concurrence by ADOT: The MPO has taken any action pertaining to the WP which requires the prior approval of ADOT, FHWA, and FTA or has made related expenditures or incurred related obligations without having been advised by ADOT, FHWA and , FTA that the same are approved and satisfactory;
4. Conflict of Interests: The MPO has violated any of the conflict of interest provisions of this Agreement.

(d) Disallowed Costs

In determining the amount of the payment, ADOT will exclude all WP costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved Work Program Budget, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by ADOT.

It is agreed by the MPO that where official audits or reviews disclose that the MPO has been reimbursed by ADOT for ineligible work, under applicable federal and state regulations, that the value of such ineligible items will be deducted by ADOT from subsequent



reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by ADOT, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the MPO agrees to promptly reimburse ADOT within 30 days for any and all amounts for which ADOT has made payment to the MPO if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the MPO. This includes omission or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency or ADOT.

The MPO agrees that ADOT may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the MPO is not received by ADOT after the 30th day from the written notice from ADOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by ADOT.

#### (e) Monthly Reconciliation Process

The monthly financial statement, to be distributed the first Thursday of each month, is the tool to ensure that all invoices have been properly accounted for by both parties and to ensure both parties are in agreement as to the remaining balances for each work element and funding source. The MPO shall review the financial statement, and if there are variances, the MPO shall notify MPD Finance within ten (10) calendar days. The MPO shall be responsible for providing any necessary supplemental information to reconcile variances.

#### (f) Billing Limitation and WP Closeout

The SUBRECIPIENT shall submit to the ADOT MPD Finance & Administration invoices and documents necessary for the close out of the project. Final invoices are due to ADOT no later than July 30<sup>th</sup>. If a SUBRECIPIENT anticipates that it will not have its final invoices submitted to ADOT by the July 30<sup>th</sup> deadline, the SUBRECIPIENT shall notify ADOT in writing, subject to ADOT MPD Finance approval. ADOT will accept no further billings and will not reimburse for work accomplished on the task or subtask as defined in the WP after the July 30<sup>th</sup> unless a time extension has been requested by the SUBRECIPIENT and approved by ADOT MPD Finance. Project Close-Out Letters should be submitted to [MPDAUTHORIZATION@AZDOT.GOV](mailto:MPDAUTHORIZATION@AZDOT.GOV) and cc: the ADOT Regional Planner for each funding type as each project completes, but at a minimum, shall be submitted by July 30<sup>th</sup> of each WP funding year for each funding type.

In accordance with 2 CFR 220.343, within 90 days of the expiration or termination of the grant of funds for a WP, ADOT will submit all financial, performance and related reports for the MPO to the respective Federal Agency. After the WP has been closed, ADOT will de-obligate and re-obligate those funds to reflect the use of those funds in the new program year. ADOT will provide a copy of the **de-obligation and re-obligation authorization within 10 business days after receipt from the federal agency.**

The MPO understands that if it fails to timely perform its obligations, or in a timely manner submit invoices and documents necessary for the close out of the WP, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds and ADOT will have no obligation to provide funds from other sources. The MPO agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the MPO will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

#### (g) Availability of Funds

Every payment obligation of ADOT under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOT at the end of the period for which the funds are available. No liability shall accrue to ADOT in the event this provision is exercised, and ADOT shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### (h) Lapsing Funds

When funds are approaching expiration, ADOT will work in collaboration with the MPO to obligate the funds and enable expenditure prior to expiration. However, in accordance with FTA Circular 9030.1, 5307 Grant Program funds remaining available for obligation 90 days prior to the expiration of their period of availability (year for which apportioned plus three) may be used by ADOT in any area within the state without prior consultation.

**Section 8.0 PROCUREMENT, FIXED ASSETS, TRAVEL****(a) Procurement Policy**

Pursuant to the authority granted in 2 CFR 1201.317 for States to determine the policies and procedures for sub-recipients of the State to follow when procuring property and services under a Federal award, ADOT Multimodal Planning Division herein establishes this procurement rule:

1. If the sub-recipient is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to A.R.S. 41-2501, the sub-recipient shall follow the State Procurement Code except and unless a federal rule applicable pursuant to the rules for the funding or federal program is more restrictive, then the federal requirement shall apply.
2. All other sub-recipients shall follow 2 CFR 200.317 through 200.326 as applicable, Appendix II to Part 200, other CFR references provided in 2 CFR part 200 et seq, except and unless a federal rule applicable pursuant to the rules for the funding or federal program is more restrictive, then the federal requirement shall apply..

The MPO certifies that all procurement related to the WP and/or this Agreement shall include a fully executed contract with its vendor prior to incurring expenditures for that procurement and shall comply with all applicable federal, state, local, and tribal regulations.

Each procurement must reference the DBE System "contract/project number" designated for the AZUTRACS "bidder's list" purposes that were established in advance with the submission of the WP. When new procurements using funding under this Agreement are needed, email [MPDCONTRACTS@AZDOT.GOV](mailto:MPDCONTRACTS@AZDOT.GOV) to request the new "contract/project number" to be used in AZUTRACS goal assessment requests and bidder's lists. Post award, each procurement shall be entered into the DBE system (DOORS) using that designated "contract/project number".

In addition to other clauses required throughout this Agreement or by State law, the MPO shall include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:

1. The requirements in 2 CFR 200.326,
2. The requirements in 2 CFR 200 Appendix II,
3. FHWA funded procurements/contracts located at: [www.fhwa.dot.gov/programadmin/contracts/core02.cfm](http://www.fhwa.dot.gov/programadmin/contracts/core02.cfm) and [www.fhwa.dot.gov/construction/cqit/form1273.cfm](http://www.fhwa.dot.gov/construction/cqit/form1273.cfm) and <http://www.fhwa.dot.gov/construction/contracts/provisions.cfm>, as revised from time to time,
4. FTA funded procurements/contracts: Circular 4220 Third Party Contracting Guidance or its Appendix D, as revised from time to time, available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>. Procurement Pro from National RTAP can be a good resource for the required federal language except that the State DBE and Title VI required language must also be included. Using Procurement Pro does not relieve the sub-recipient from the responsibility of ensuring that all the terms and conditions are complete and in compliance with Federal, State, and Local regulations.
5. Any requirements established by a particular funding type, program, or in funding agency guidelines
6. Provisions for Prompt Payment deadlines. The funding in this Agreement includes reimbursement of expenditures necessary to accomplish the work program. Payment may not rely on receipt of funds from ADOT before paying vendors/contractors/consultants.
7. The requirements in 23 CFR 420.121 (i).

The SUBRECIPIENT certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Agreement.

**(b) Use, and Disposition of Real Property and Equipment**

The procurement, use, and disposition of real property and equipment shall be consistent with the approved WP and in accordance with the requirements of 2 CFR 1201.313, 2 CFR 200.313, and ADOT Policy FIN-11.08; Federal Property Management Standards which is herein incorporated by reference and made a part of this Agreement. The MPO agrees to inventory, to maintain records of and to insure the proper use, control, and disposal of all property, equipment, computer hardware, and furniture, acquired pursuant to funding under this Agreement.



(c) Travel

All travel for the MPO and its Vendors funded through the WP Projects must comply with the State policies for Travel. In the event the MPO chooses to reimburse vendors or employees at rates higher than those authorized in State travel policy, when submitting travel reimbursement requests, each receipt must indicate the amount excluded from the reimbursement request. The MPO may not request reimbursement for costs not permissible under State policy. All travel may be directly approved by the MPO consistent with and in support of identified work tasks contained within the approved WP. The WP shall contain an estimated travel schedule for planned or anticipated out-of-state travel. Only actual expenses are reimbursable, within maximum reimbursement limits as described and established by the rates for travel: A.R.S. 38-621 through 38-627, Reimbursement for Expenses; State of Arizona Accounting Manual (SAAM), Section 50.65, Vendor Travel, Section 50.95 Reimbursement Rates available at <https://gao.az.gov/publications/saam>. The MPO shall also comply with the policies governing individually operated motor vehicles in Section 50.15 of the SAAM. Travel costs paid to vendors or other non-ADOT-employees must always be supported by appropriate documentation and in the case of rental vehicles, the ADOT approved justification form.

The Director of the MPO, or the person or office to whom such authority may be delegated in writing by the Director, may approve lawful and justifiable travel requests submitted by the MPO's staff subject to the availability of funds when such travel furthers the interests of the MPO and the purposes of this Agreement.

The Director of the MPO, or the person to whom such authority may be delegated in writing by the Director, shall approve requests for reimbursement of travel expenses incurred pursuant to an approved travel request for lawful expenses incurred by the traveler. Reimbursement of lawful travel expenses incurred by members of the MPO shall be from funds made available to the MPO for travel expenses incurred in the performance of this Agreement, subject to the availability of funds.

(d) Permits

Proper permits must be obtained to conduct business or work on ADOT's right of way when applicable.

**Section 9.0** **CONTRACTS OF THE MPO**

When a contract is written for multiple years and each year's funding is not specified in the written agreement, a two party document (amendment or signed acknowledgement) must be executed by the MPO and its consultant that specifies the next fiscal year's funding approval upon availability of funds.

**Section 10.0** **PUBLICATIONS**

All reports and maps completed as a part of this Agreement, jointly written or produced by the MPO, except copies of such documents made for the exclusive internal use of the MPO, shall include an acknowledgment on the front cover or a title page, or in the case of maps, in the title block, which identifies the cooperative parties.

In addition, in accordance with 23 CFR 420.117(e), all such documents shall contain the following disclaimer statement:

**"This report was funded in part through grant[s] from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation. The contents of this report reflect the views and opinions of the author(s) who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily state or reflect the official views or policies of the U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation".**

**Section 11.0** **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The SUBRECIPIENT HEREBY AGREES THAT as a condition to receiving any Federal financial assistance provided by the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in

accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. The SUBRECIPIENT shall also incorporate and comply with the terms and conditions established in Appendix A.

**Title VI/Non-Discrimination Assurances:** This Agreement is subject to the provisions of Title VI of the Civil Rights Act and the SUBRECIPIENT is herein notified of such. Additionally, the SUBRECIPIENT shall include the following information in each of its agreements/contracts associated with the WP.

*The **Arizona Department of Transportation**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

**Section 12.0 Disadvantaged Business Enterprises (DBE)**

The SUBRECIPIENT receiving DOT-assisted transportation funds through ADOT must adopt and implement ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at <https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance> and are herein incorporated by reference.

**Non-Discrimination**

The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, the SUBRECIPIENT/SUBGRANTEE shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

The SUBRECIPIENT shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the SUBRECIPIENT, agrees to perform the following minimum DBE Program Compliance Required Activities:

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	1	Designate a Disadvantaged Business Enterprise Liaison Officer (DBELO), responsible for adopting and implementing ADOT's DBE Program Plan; acting as the single point of contact for DBE compliance.
✓	✓	2	Adhere to the ADOT DBE Program Plan and concomitant procedures.
✓	✓	3	Follow ADOT's guidelines and procedures, and use the forms developed by ADOT to implement its DBE program.
✓	✓	4	Participate in training conducted by ADOT related to DBE requirements and program regulations
✓	✓	5	Require firms that work on DOT-assisted contracts to register in AZ UTRACS.
✓	✓	6	Encourage small firms to register as an SBC (Small Business Concern) via the AZ UTRACS web portal.
✓	✓	7	Utilize certified DBEs found in the AZ UTRACS web portal.
✓	✓	8	Include the DBE contract goal as provided by ADOT BECO for FHWA-funded (and Race-Neutral Agency Voluntary Participation Goal for FTA-funded) contract bid advertisement, bid package, statement of qualification, request for proposal or other solicitation documents.
✓	✓	9	Include applicable DBE contract specifications as provided by ADOT in all DOT-assisted contract bid advertisements, bid packages, statements of qualification, requests for proposal or other solicitation documents.
✓	✓	10	The SUBRECIPIENT shall confirm good faith by the contractor or determine any action required in response to the contractor submission of a verifiable explanation of the discrepancy in the DBE System as early as practicable but in no case later than seven days after reviewing relevant documentation.
✓	✓	11	No later than 15 calendar days after Notice of Procurement Award to a Vendor/Contractor, the SUBRECIPIENT shall enter in the ADOT Local Public Agencies DBE System, via <a href="http://www.arizonalpa.dbesystem.com">www.arizonalpa.dbesystem.com</a> the name, contact information, and subcontract amounts for all Contracts with federal funding participation associated with this Grant Agreement.
✓	✓	12	No later than 15 days after the end of each month, the SUBRECIPIENT reports payments to prime contractors within the ADOT Local Public Agencies DBE Reporting System located at <a href="http://www.arizonalpa.dbesystem.com">www.arizonalpa.dbesystem.com</a> .
✓	✓	13	Submit contract data in support of monthly, semi-annual and annual federal reporting submission made by ADOT. Subrecipients/Subgrantees, Certification Acceptance Agencies and LPAs are required to use the ADOT Local Public Agencies DBE System, via <a href="http://www.arizonalpa.dbesystem.com">www.arizonalpa.dbesystem.com</a>
✓	✓	14	Monitor and ensure that contractors enter and report subcontractor payments by the last day of each month for the previous month in the LPA DBE System and that Prompt Payment of DBEs and

other subcontractors are monitored and enforced. Monitoring is accomplished through the LPA audit process and its notifications.

- |   |   |      |  |
|---|---|------|--|
| ✓ | ✓ | 15   | <p>Monitor and ensure Contractor compliance with DBE policies and regulations, including with the ADOT's concurrence, deems appropriate, which may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>- Withholding payments;</li> <li>- Assessing sanctions;</li> <li>- Liquidated damages; and/or</li> <li>- Disqualifying the contractor from future bidding on the grounds of being non-responsible.</li> </ul>  |
| ✓ | ✓ | 16   | <p>ADOT may conduct project site visits to ensure all DBEs are meeting a Commercially Useful Function (CUF) on each DOT-assisted contract. Any DBE determined to not be performing a commercially useful function will be notified by the SUBRECIPIENT within seven calendar days of the decision. In the event that the DBE appeals the decision to ADOT's Business Engagement and Compliance Office, the decision remains in effect unless and until ADOT BECO reverses or modifies Grantee's decision. ADOT BECO will promptly consider any appeals and notify the contractor of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.</p> |
| ✓ | ✓ | 17   | <p>Implement monitoring and enforcement mechanisms to enforce the terms of the contract, including application of applicable sanctions, as needed, for payment reporting, prompt payment, DBE termination/substitution and not meeting the DBE contract goal.</p>  |
| ✓ | ✓ | 18   | <p>Follow DBE contract specification to notify ADOT BECO and ADOT PM in writing to secure ADOT BECO's approval prior to any termination, substitution, or reduction of work of a committed DBE firm used to meet the contract goal.</p>  |
| ✓ | ✓ | 19   | <p>Monitor DBE utilization on projects and notifying ADOT BECO as soon as SUBRECIPIENT is aware of a potential issue that may affect DBE commitments made at award.</p>  |
| ✓ | ✓ | 20   | <p>Ensure that all DBE Certification of Final Payment Forms are submitted by contractors within 30 days of subcontractor completing the work and submit a copy to ADOT BECO.</p>   |
| ✓ | ✓ | 21   | <p>Ensure timely contract closeout by ensuring all subcontractor payments are reported in the DBE System, closeout contracts in the LPA DBE reporting system, and complete all mandatory reporting requirements in the LPA DBE system by April 1st and October 1st of each year.</p>   |
| ✓ | ✓ | 22   | <p>Part of the proposal submission during a formal procurement (RFP, IFB, etc.), the SUBRECIPIENT must incorporate receipt of a bidder's list into the responsiveness / susceptible for award determination. FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST TO THE GRANTEE PROCUREMENT OFFICE BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.</p>  |
| ✓ | ✓ | 23   | <p>Cooperate with ADOT or DOT audits and site visits for DBE regulation and contract compliance; providing access to procedures; project files; and enabling onsite interviews with contracting, financial, DBE compliance, and project staff.</p>   |
| ✓ | ✓ | 24   | <p>Each contract you sign with a contractor or consultant and each subcontract a prime signs with a subcontractor must include the following assurance:</p>  |
| ✓ | ✓ | 24.a | <p><i>A vendor/contractor/consultant/subcontractor/subconsultant (herein after referred to as "contractor") shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:</i></p>                        |

- *Withholding payments;*
- *Assessing sanctions;*
- *Liquidated damages; and/or*
- *Disqualifying the contractor from future bidding on the grounds of being non-responsible.*

- |   |   |        |  |
|---|---|--------|--|
| ✓ | ✓ | 24.b   | <i>Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.</i>   |
| ✓ | ✓ | 24.c   | <i>Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.</i>   |
| ✓ | ✓ | 24.d   | <i>Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.</i>  |
| ✓ | ✓ | 24.e   | <i>Subcontract Payment Reporting in the DBE system:</i>  |
| ✓ | ✓ | 24.e.1 | <i>The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FHWA and FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).</i>   |
| ✓ | ✓ | 24.e.2 | <i>The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (<a href="https://adot.dbesystem.com">https://adot.dbesystem.com</a>), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors shall also respond to its audits and report lower-tier subcontractor payments in the same manner.</i>  |
| ✓ | ✓ | 24.e.3 | <i>If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.</i> |
| ✓ | ✓ | 24.f   | <i>The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.</i>   |
|   | ✓ | 24.g   | <i>Any language provided in this Agreement DBE Section supersedes language provided by ProcurementPro for FTA-funded contracting requirements.</i>   |
| ✓ |   | 25     | <i>Submit all FHWA DOT-assisted contracts to ADOT to be assessed for a DBE goal.</i>   |
| ✓ |   | 26     | <i>Notify the ADOT PM and ADOT Business Engagement and Compliance Office (BECO) in writing immediately following DOT-assisted project a) bid opening of architect &amp; engineering, design, or construction low bidder or b) selected professional services when the contractor and/or consultant indicates on the DBE Assurance Form that the DBE contract goal cannot be met.</i>   |
| ✓ |   | 27     | <i>Submit all Good Faith Effort documentation to ADOT BECO for review and concurrence prior to awarding of DOT-assisted contracts.</i>   |
| ✓ |   | 28     | <i>Collect DBE Affidavits (FHWA-funded contracts only), bidder/proposer list confirmation email and all other ADOT required forms and submit to ADOT BECO in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at website <a href="http://www.azdot.gov/bec">www.azdot.gov/bec</a>: <a href="https://azdot.gov/sites/default/files/2019/09/2017-mpo-checklist-ps-final-2-7.pdf">https://azdot.gov/sites/default/files/2019/09/2017-mpo-checklist-ps-final-2-7.pdf</a>.</i>  |



- ✓ 29 Ensure the receipt of Bid Verification Notice from ADOT BECO prior to contract award.
- ✓ 30 Prior to final payment on any Project with a designated DBE goal, the SUBRECIPIENT shall determine whether the consultant met the designated DBE goal. Where the goal was not met, the SUBRECIPIENT must forward the written determination document and a copy of the final invoice to the ADOT MPD DBE Liaison and Regional Planner/Project Manager, who will work with the BECO compliance office to determine if a sanction is required. In the event a sanction is required, the SUBRECIPIENT will reduce the final payment on the Project by the fee, copying the vendor with the sanction notice provided by ADOT.

### **Section 13.0 DEBARMENT/SUSPENSION**

The federal funding in this Agreement is considered a covered transaction under 2 CFR 1200.220 for purposes of debarment and suspension considerations. Thus both sub-recipient pass-through agreements and agreements for contractors, subcontractors, suppliers, consultants or its agent or representation in any transaction is subject to this requirement. The MPO is prohibited from making any award or permitting any award at any tier to any party which has not established and maintained its entity registration on the federal System for Award Management or one that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.212. The MPO agrees to comply, and assures the compliance of each third-party contractor and sub-recipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," and 2 CFR 200.212. The SUBRECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System and assure that its subrecipients establish and maintain entity registration on the System for Award Management before entering into any contracts.

### **Section 14.0 PROHIBITED INTERESTS**

Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the WP or any property included or planned to be included in the WP, in which a member, officer, or employee of the MPO either during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract, or arrangement. The MPO must disclose any such interest to ADOT within five business days of receipt of disclosure.

The MPO shall insert in all contracts entered into in connection with the WP or any property included or planned to be included in any WP, and shall require its contractors to insert in each of their subcontracts, the following provision:

**"No member, officer, or employee of the MPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof."**

The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Pursuant to 2 CFR 1201.112, the MPO shall disclose in writing any potential conflict of interest to ADOT, who shall inform the Federal awarding agency in accordance with applicable Federal awarding agency policy.

### **Section 15.0 GRATUITIES**

Employees of the MPO shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with the MPO under this Agreement.

Any person doing business with, or who may do business with the MPO under this Agreement may not make any offer of benefits, gifts, or favors to the MPO employees. Failure on the part of the MPO to adhere to this policy may result in termination of this contract.

**Section 16.0 BONUS OR COMMISSIONS**

By execution of this Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.

**Section 17.0 CONFLICT AND DISPUTE RESOLUTION PROCESS**

The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for ADOT - the Multimodal Planning Division Director; and for the MPO - the Director or designee.

If the conflict remains unresolved, the conflict shall be resolved by the following Senior Agency Officials: for ADOT - the Executive Director for Planning and Policy; and for the MPO - the Director or designee.

If the conflict continues to remain unresolved, the conflict shall be resolved by the following Executive Agency Officials: for ADOT - the Agency Director; and for the MPO - the Director or designee.

If resolution is not accomplished, the parties agree to resolve all disputes through arbitration, after exhausting applicable administrative review and if required by applicable law, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes or regulations (49 C.F.R. 18.43 (5) (b)).

**Section 18.0 SUSPENSION OR TERMINATION FOR CONVENIENCE**

ADOT reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of ADOT without penalty or recourse. Upon receipt of the written notice, the MPO shall stop all work, as directed in the notice, notify all sub-recipients of the effective date of the termination and minimize all further costs to ADOT. In the event of termination under this paragraph, all documents, data and reports prepared by the MPO under this Agreement shall become the property of and be delivered to ADOT upon request. The MPO shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The MPO shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

ADOT shall reimburse the MPO for those eligible expenses incurred during the Agreement period which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to ADOT. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

ADOT may seek any remedy available at law for recovery of any funds paid to MPO for any and all amounts for which ADOT has made payment to the MPO if such amounts are not directly attributable to the completed portion of the work covered by this Agreement or have been paid to the MPO for work completed after the effective date of the termination.

In addition to the rights reserved in the Agreement, ADOT may terminate the Agreement in whole or in part due to the failure of the MPO to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement.

This Agreement may be terminated by either party provided that a termination shall not be effective until 30 days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause.

**Section 19.0 FORCE MAJEURE**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.



**Section 20.0 INDEMNIFICATION**

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify, defend, and hold harmless the State of Arizona, ADOT and its officers, officials, agents and employees (hereinafter referred to in this section as "indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses, including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ( hereinafter referred to as "claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the SUBRECIPIENT or any of its owners, officers, directors, agents, employees, contractors, or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of the SUBRECIPIENT to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnatee, be indemnified by the SUBRECIPIENT from and against any and all claims. It is agreed that the SUBRECIPIENT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the SUBRECIPIENT agrees to waive all rights of subrogation against the State of Arizona, ADOT and its officers, officials, agents and employees for losses arising from the work performed by the SUBRECIPIENT under this Agreement. This indemnity clause shall not apply if the SUBRECIPIENT or its subcontractor(s) is/are an agency, board, commission or University of the State of Arizona.

**Section 21.0 INSURANCE REQUIREMENTS****INSURANCE REVIEW:**

SUBRECIPIENT must complete and sign the *INSURANCE CHECKLIST FOR GRANT AGREEMENTS WITH COUNCILS OF GOVERNMENT (COG), METROPOLITAN PLANNING ORGANIZATIONS (MPO), TRANSIT MANAGEMENT AREA METROPOLITAN PLANNING ORGANIZATIONS (TMA)* and submit to MPD Contracts with the required evidence of insurance or self-insurance. Upon submission of a completed and signed *Checklist* and evidence, MPD Contracts will submit to Risk Management for review. Risk Management will review for compliance and notify MPD Contracts of acceptance or deficiencies, which will then be communicated to the SUBRECIPIENT.

**INSTRUCTIONS FOR SUBMITTAL OF THE INSURANCE PACKAGE:**

Email Subject Line to Read:

- Review of Insurance for {insert "XXXXXXX" and the Contract Number and the name of SUBRECIPIENT}

Body of Email:

- "Please review the attached *Checklist* and evidence of insurance for compliance with the COG/MPO/TMA Grant Program requirements."
- "Requested Turn Around: 1 Week"

Attach:

- *INSURANCE CHECKLIST FOR GRANT AGREEMENTS WITH COUNCILS OF GOVERNMENT*
- Completed and signed Insurance Certificate(s) and endorsements/relevant policy sections, or evidence of self-insurance. (Include language that indicates self-insurance is primary/non-contributory, ADOT and the State of Arizona are additional insured under the self-insurance program, and subrogation is waived as required under the Agreement).

**INSURANCE REQUIREMENTS:**

The SUBRECIPIENT and/or any contractor(s) shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the SUBRECIPIENT, its agents, representatives, employees and/or contractors/subcontractors.

The Insurance Requirements herein are minimum requirements for the Agreement and in no way limit the indemnity covenants contained in the Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the SUBRECIPIENT from liabilities that arise out of the performance of work under the Agreement by the SUBRECIPIENT, its agents, representatives, employees and/or contractors/subcontractors, and the SUBRECIPIENT is free to purchase additional insurance.

**MINIMUM SCOPE AND LIMITS OF INSURANCE**

The SUBRECIPIENT shall provide coverage with limits of liability not less than those stated below. Deductible(s), Self Insurance, and Self-Insured Retention (SIR) amounts are subject to review and approval by ADOT Safety and Risk Management.

**Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

1. The policy shall be endorsed, as required by written agreement, to include the “The State of Arizona, ADOT, and its officers, officials, agents, and employees” shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the SUBRECIPIENT.
2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, the Department and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBRECIPIENT.

**Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$1,000,000

1. The policy shall be endorsed, as required by written agreement, to include the “The State of Arizona, ADOT, and its officers, officials, agents, and employees” to be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the SUBRECIPIENT involving automobiles owned, leased, hired or borrowed by the SUBRECIPIENT.
2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBRECIPIENT.

**Workers’ Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

1. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBRECIPIENT.

**Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

### **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission.

### **Acceptability of Insurers**

The SUBRECIPIENT's insurance, if purchased rather than self-insurance, shall be placed with insurance companies duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance's List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or be duly authorized to transact Workers' Compensation insurance in the State of Arizona . The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the SUBRECIPIENT from potential insurer insolvency.

### **Verification of Coverage**

1. The SUBRECIPIENT shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by an authorized representative.
2. All insurance certificates and endorsements are to be received and approved by the State of Arizona before work commences under the Agreement.
3. Insurance coverage must be in effect at or prior to commencement of work under the Agreement and must remain in effect for its duration. Failure to maintain the required insurance coverages or provide timely evidence of coverage renewal is a material breach of the Agreement.
4. All certificates required by this Contract shall be uploaded to the Arizona Grant Management System. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by the grant agreement at any time.

### **Subcontractors**

SUBRECIPIENT's Certificate(s) shall include all contractors/subcontractors as insured under its policies or SUBRECIPIENT shall be responsible for ensuring and/or verifying that all contractors/subcontractors have valid and collectable insurance as evidenced by the Certificates of Insurance and endorsements for each contractor/subcontractor. All coverage for contractors/subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the SUBRECIPIENT that its contractors/subcontractors have the required coverage.

### **Approval**

Any modification or variation from the insurance requirements in this Agreement shall be made in consultation with ADOT, Safety & Risk Management Division. Such action will not require a formal amendment to this Agreement, but may be made by administrative action.

### **Exceptions**

If the SUBRECIPIENT or contractor(s)/sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above insurance requirements shall apply.

**Section 22.0 COPYRIGHT AND PATENT**

Indemnification: To the extent permitted by A.R.S. § 41-621 and § 35-154, the MPO shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of this Agreement performance or use by ADOT of materials furnished or work performed under this Agreement. ADOT shall reasonably notify the MPO of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The State DOTs and their subrecipients may copyright any books, publications, or other copyrightable materials developed in the course of the FHWA planning and research funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The State DOTs and their subrecipients are subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, incorporated herein as Exhibit D, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs and their subrecipients must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

**Section 23.0 ANTI-LOBBYING**

The MPO agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11, 23 CFR 630.112(c)(5) , and 49 CFR part 20 and 2 CFR 200.450. The legislation prohibits Federal appropriated funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement. Certification is required to indicate compliance with 49 CFR 20.100(a). Disclosure must be made on Standard Form LLL, found at <https://www.gsa.gov/forms-library/disclosure-lobbying-activities> if any non-appropriated funds are used for such activities described herein. All disclosure statements are to be furnished to ADOT.

The MPO agrees to require all lower tier subcontractors who have agreements exceeding \$100,000.00 to complete Lobbying Certification (Exhibit B) and when appropriate, the Disclosure of Lobbying Activities (Exhibit C).

**Section 24.0 ENERGY CONSERVATION**

The MPO is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

**Section 25.0 ENVIRONMENTAL PROTECTION**

The MPO is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to FHWA, FTA, and to the U.S.E.P.A. Assistant Administrator Enforcement (EN-329).

**Section 26.0 DRUG FREE WORKPLACE**

The MPO agrees to comply with laws governing a drug and alcohol-free workplace in compliance with the Federal Drug-Free Workplace Act of 1988 and 23 CFR 630.112(c)(3).

## **Section 27.0      TRANSPARENCY ACT**

As a sub-recipient of federal funds through ADOT, the MPO warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, and in the method specified by ADOT, the MPO will provide information that is requested by ADOT to enable ADOT to comply with the requirements of the Act, as may be applicable.

## **Section 28.0      FTA CERTIFICATIONS AND ASSURANCES**

Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs.

On an annual basis, any agency with an active FTA capital or formula project must provide an affirmation by SUB-RECIPIENTS attorney pertaining to the SUB-RECIPIENTS legal capacity. The SUB-RECIPIENT must agree to comply with all categories applicable to ADOT, who is considered to be the APPLICANT and SUB-RECIPIENT of the funds by FTA, regardless of current applicability of the initial award under this Agreement. This is to ensure that should the category become applicable during the life of the Agreement, the SUB-RECIPIENT will comply. The FTA Certifications and Assurances will be provided to the SUB-RECIPIENT under separate packet as they are released by FTA and subsequent to ADOT electronic agreement. Continuation of this Agreement shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Agreement by reference.

The Parties understand and agree that not every provision of the Certifications and Assurances will apply to every Applicant or every Project. The type of Project and SUB-RECIPIENT will determine which Certifications and Assurances apply.

SUBRECIPIENT also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply.

SUB-RECIPIENT is ultimately responsible for compliance with the Certifications and Assurances that apply to itself or its Project, even if a Sub-recipient or other Third Party Participant may be involved in your Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage SUB-RECIPIENT to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Sub-recipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances.

SUB-RECIPIENT understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, SUB-RECIPIENT must identify the activities each member will perform and the extent to which each member of that consortium, joint venture, partnership, or team will be responsible for compliance with the Certifications and Assurances, except as FTA determines otherwise in writing.

The FTA Certification and Assurances required of ADOT and its SUB-RECIPIENTS are issued annually subsequent to ADOT signing the same. They are available for viewing in the e-Grant system and on the FTA website and are incorporated herein by reference. Completion and Signing of this FTA Certification and Assurances document is a requirement and a condition to receive FTA funding through ADOT and does not relieve the SUB-RECIPIENT of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances.

## **Section 29.0      RESPONSIBILITIES OF THE FISCAL AGENT**

A Fiscal Agent for the MPO is the entity responsible for providing fiscal, human resource and staff support services, including but not limited to legal and IT, to the MPO. In the event that the MPO requires a Fiscal Agent, the MPO shall submit a copy of the agreement to the ADOT Contracts Program Manager for review and acceptance prior to execution. The agreement with a Fiscal Agent shall include:

1. Maintaining required accounting records for state and federal funds consistent with current state and federal requirements and the requirements of this Agreement.
2. Providing all appropriate funding, as identified by fiscal year in the WP, to allow the MPO staff to effectively and efficiently fulfill its responsibilities and obligations under the WP.
3. Establishing procedures and policies for procurement and purchasing in compliance with this Agreement.

4. Establishing which Party and/or Individual holds authority for Executing WP Agreements and/or Amendments to the Agreement with the consent of the MPO.
5. In the event the Fiscal Agent is providing human resource services to the MPO, the agreement must reflect the disposition of payroll and its designation as Fiscal Agent Overhead or MPO Program Direct Labor eligible for use as a funding Match. Payroll may not be designated as both a direct cost and an overhead.

### **Section 30.0 INCORPORATION OF FEDERAL TERMS**

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement apply to each Project funded by FTA. Any requirements of the Stewardship Agreement with FHWA apply to each Project funded by FHWA. This provision shall be incorporated in any sub-recipient, sub-contractor, or lower-tier agreement for which funds from this Agreement shall be used for payment.

In addition to other clauses required throughout this Agreement or by State law, the SUBRECIPIENT will include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:

- a. The requirements in 2 CFR 200.326,
- b. The requirements in 2 CFR 200 Appendix II,
- c. The requirements in 2 CFR 1201,
- d. FTA funded procurements/contracts: Circular 4220.1- – Third Party Contracting Guidance or its Appendix D, as revised from time to time,
- e. Any requirements established by a particular funding stream, program, funding agency guideline, or established by ADOT.

### **Section 31.0 MISCELLANEOUS PROVISIONS**

1. This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. It is the SUBRECIPIENTs responsibility to ensure that any Agreement between SUBRECIPIENT and its CONTRACTORS for use of grant funds shall incorporate the provisions contained herein.
2. The MPO and ADOT shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in the Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement. ADOT shall endeavor to ensure the MPO is notified and made aware of such applicable laws and procedures.
3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest.
4. In accordance with Arizona Revised Statutes Section 11-952 (D), incorporated herein by reference, is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.
5. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
6. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the Party to the extent that such information is confidential by law.
7. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.



8. The MPO assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
9. **Israel Boycott Not Permitted:** The SUBRECIPIENT warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.
10. The **DEFINITIONS** page(s) and the **RESPONSIBILITY MATRIX FOR TIMED EVENTS** page(s) are herein incorporated as a part of this Agreement.
11. The Subrecipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other agency, or insurance proceeds for any portion of activity approved for funding under its Agreement, the Subrecipient shall provide written notification to ADOT, and reimburse ADOT for any share that duplicates funding provided by any agency or insurance company. As the Recipient of any federal portion of funding under its Agreement, ADOT is responsible for refunding the awarding federal agency as applicable.
12. All notices or demands upon any party relating to this Agreement shall be in writing and delivered as instructed. If delivery method not instructed herein, acceptable methods shall be: delivered in person, sent by electronic mail (e-mail), or sent by U.S. Mail addressed to the applicable Regional Planner as follows:


To ADOT at:	To the MPO at:
<b>Arizona Department of Transportation</b> Multimodal Planning Division Mail Drop 310B 206 S. 17 <sup>th</sup> Avenue Phoenix, AZ 85007	<b>LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION</b> 900 London Bridge Road, Building B Lake Havasu City, AZ 86404

### **Section 32.0 AGREEMENT PERIOD, MODIFICATIONS, EXTENSION, AND AUTHORITY**

- 1) The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and the Parties are authorized by law to engage in the cooperative action set forth herein.
- 2) This Agreement shall become effective July 1, 2021 upon its execution by all Parties hereto and shall remain in force and effect through June 30, 2023 unless amended, terminated, cancelled or extended as otherwise provided herein. By mutual written amendment, this Agreement may be extended for supplemental periods of up to a maximum of four years. The Department reserves the right to unilaterally extend the period for thirty-one (31) days beyond the stated expiration date without obtaining acknowledgement or signature from the SUBRECIPIENT and the SUBRECIPIENT shall be bound by any such extensions.
- 3) This Agreement shall be modified or extended only through a written amendment within the scope of the Agreement. Additionally, the COG's authorized representative(s) are also required to sign such amendments as deemed necessary by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION**

By  *Cal Sheehy, MPO Chairman*

Cal Sheehy, MPO Chairman

LHCMPO Chairman

Date 5/12/2021

**STATE OF ARIZONA**

**Department of Transportation**

By  *Gregory Byres, Division Director*

Gregory Byres, Division Director

Multimodal Planning Division

Date 5/18/2021

**APPROVAL OF LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION**

I have reviewed the above referenced Agreement, BETWEEN the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION, and declare this agreement to be in proper form and within the powers and authority granted to LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED 5/10/2021

DocuSigned by:

*Kelly Garry*

04EC72D9510A4E6...

\_\_\_\_\_  
Attorney for LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION

Kelly Garry

Attorney for LHMPPO

LHMPPO



## EXHIBIT A

### Billing Summary / Reimbursement Request

The format provided herein is in effect for the duration of this Agreement unless and until ADOT issues a thirty (30) day written notice of change. An amendment to this Agreement is not required for changes to this format.

All invoicing shall be submitted electronically in E-GRANTS whenever feasible. Invoicing using this form will only be accepted for reimbursement requests that cannot be processed through E-GRANTS. Please refer to Section 7.0 for more information.

Arizona Department of Transportation Multimodal Planning Division Billing Summary / Reimbursement Request															
Subrecipient or Vendor? (Select from List)		Subrecipient		ADOT PM Name		MPO Tracking Number (Use Format: MPOname-RTAP use "MPORTAPay") (By = last 8 digits of the State Fiscal Year (Fy 2 - June 30))			Contract Number (Only Use for Executed IPA, GRV, ISA, or ISA)						
Agency Name															
Agency PM Name / Email (Necessity of Unsubscribed / Registered / Paid)		AFIS GAE Number													
Invoice Number		Invoice Status (Select from List)		Invoice Date		Subrecipients Leave Blank									
Subrecipient Comment (Optional)		Billing Period		Federal Funding Agency (Select from List)											
Remit Payment to (Select from List)		Funding Program (Select from List)													
Entry required in field E5		Entry required in fields E2 and N6													
Subrecipients Leave Blank															
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED															
Agency Ident/Ref or Reference	GAE Line No	Program / Phase	Race Conscious DBE Goal %	Project Description	Original Federal Award	Approved Changes to Federal Award	Total Awarded Federal Budget	\$ (Net Amount) Invoiced Previously	Balance (Total Budget - Previously Invoiced)	Billing for This Invoice Prior to Reductions	Other Reductions in a: Firm, BECO Sanctions, Deductions	Match % to Apply	Match % Applied to this Line	Net Amount Due for This Invoice	Balance After This Invoice
							\$ -		\$ -				\$ -	\$ -	\$ -
							\$ -		\$ -				\$ -	\$ -	\$ -
							\$ -		\$ -				\$ -	\$ -	\$ -
Click Button to Insert Line															
TOTALS					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
This section is only applicable to the FINAL reimbursement request submission - Please leave blank.															
The fields completed on this page indicate this is the Final Invoice Reimbursement Request and that there was NO Race Conscious Goal On this Project.															
Please Leave Blank				Please Leave Blank				Please Leave Blank				Please Leave Blank			
Please Leave Blank				Please Leave Blank				Please Leave Blank				Please Leave Blank			
<small>Submitter Certification required pursuant to 4 CFR 200.414: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 38, Section 1001 and Title 41, Sections 8729-8730 and 8801-8812).</small>															
I Confirm No Race Conscious DBE Goal was Assessed for the Project(s) and No AZ DBE Firms Participated.															
Submitter - Authorized Signatory		I certify that my typed signature is a legally-binding signature.				Date Signed		Optional - 2nd Authorized Signatory		I certify that my typed signature is a legally-binding signature.				Date Signed	
Please Leave Blank															
Please Leave Blank				Please Leave Blank				Please Leave Blank				Please Leave Blank			
ADOT PROGRAM/PROJECT MANAGER REVIEW															
<small>The ADOT Project Manager is required to review for each of these items. By approving this invoice, you certify these requirements are met.</small>		Travel charges are in accordance with State/ADOT Policy				Status		Reason for Rejection				ADOT PM Signature Required			
		Progress toward Scope aligns with Awarded Requirements				Invoice Approved		Invoice Rejected							
		Invoicing aligns with Progress and Awarded Budget / Pricing													
		Support Documents align to Invoice and adequately supports costs													
		Confirmed: BECO required DBE Forms are attached.													
FMS PROCESSING															
Status		Warrant / Check / ACR Payment No and Date				Date		A/P or C/F		Processed By		Color Key			
												Pink with Red Text = Entry/Correction Required			
												White Label = Paid (see provided to ADOT Documentation)			
												White Field = Entry in Field Permitted			
												Pale Orange = Form Calculated Field			
												Teal = Vendor/Customer Generated			
												Gray = Disregard Field			

[illegible]

## EXHIBIT B

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements  
Pursuant to 49 CFR 20, Subpart F, Appendix A

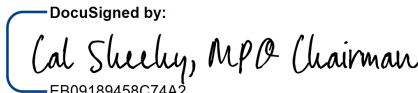
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:  
  
EB09189458C74A2  
\_\_\_\_\_  
SIGNATURE

5/12/2021

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LHCMPO Chairman

TITLE

**Please indicate here if you are required to submit Standard Form LLL as required in item (2) above: ☐Yes ☒No**

## EXHIBIT C

Form found at <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

## APPENDIX B TO PART 20—DISCLOSURE FORM TO REPORT LOBBYING

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b> _____			<b>7. Federal Program Name/Description:</b> _____  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b> _____			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, M/D): _____  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, M/D): _____  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b>  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the Government when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported in the Congress next session and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$100,000 and not more than \$500,000 for each such failure.</b>					
<b>Federal Use Only:</b> _____			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEETApproved by OMB  
0348-0046

Reporting Entity: _____	Page _____ of _____

Authorized for Local Reproduction  
Standard Form - LLL-A

Exhibit D  
**Standard Patent Rights**

Required Pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, non transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the



contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;
- (2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the

contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.



## ARIZONA DEPARTMENT OF TRANSPORTATION POLICIES AND PROCEDURES

### MGT-16.01 DEPARTMENT-WIDE NATIVE NATION/ TRIBAL GOVERNMENT CONSULTATION POLICY

Effective: July 23, 2019  
Supersedes: MGT-16.01 (09/14/2016)  
Responsible Office: Director's Office (602) 712-7227

Review: July 23, 2021  
Transmittal: 2019 – July  
Page 1 of 5

#### 1.01 PURPOSE

This policy establishes guidance for the Arizona Department of Transportation's (ADOT) relationship with Native Nations/Tribal Governments in the State of Arizona.

#### 1.02 SCOPE

This policy is intended to guide ADOT personnel when interacting with the Native Nations/Tribal Governments in Arizona. To support the implementation of this policy, an online training course titled, ADOT Tribal Transportation Consultation Training and accompanying Handbook is available from the ADOT Learning Center Online Training page.

#### 1.03 AUTHORITY

A.R.S § 28-332(A)

Executive Order 13175

Executive Order 2006-14

United States Department of Transportation (US DOT) Order 5301.1

18 U.S.C. § 1151

#### 1.04 BACKGROUND

The Arizona Department of Transportation (ADOT) is a multimodal transportation agency that is responsible for planning, building and operating the state highway system and the Grand Canyon Airport. Within the State, multimodal transportation systems cross numerous jurisdictional boundaries. In particular, approximately 1,237 centerline miles of the state highway system traverse Native Nation/Tribal lands along with 18 airports maintained by the Native Nations/Tribal Governments. There are 22 Native Nations/Tribal Governments that have jurisdiction over approximately 28% of the land base within Arizona. Thus, the State is committed to work together with the Native Nations/Tribal Governments for the common purpose of protecting the health, safety and welfare of the traveling public in Arizona through a continuously improving working relationship.

MGT-16.01 Department-Wide Native Nation/Tribal Government Consultation

Effective: July 23, 2019

Review: July 23, 2021

Supersedes: MGT-16.01 (09/14/2016)

Page 2 of 5

Furthermore, Executive Order 13175 (November 6, 2000 reaffirmed by President Barack Obama November 5, 2009), “Consultation and Coordination with Indian Tribal Governments”, the United States Department of Transportation (US DOT) Order 5301.1 (November 16, 1999), “Department of Transportation Programs, Policies and Procedures Affecting American Indians, Alaska Natives and Tribes” and the Arizona Governor’s Executive Order 2006-14 (September 14, 2006), “Consultation and Cooperation with Arizona Tribes” all require state departments of transportation to consult, cooperate and coordinate with Native Nations/Tribal Governments in statewide and metropolitan transportation planning processes. This is in addition to addressing environmental, cultural, historic, natural and human resource issues during the implementation of transportation programs and construction projects impacting Native Nations/Tribal reservations and aboriginal lands within the State boundaries. Consequently, the State is committed to consult, cooperate and coordinate with the Native Nations/Tribal Governments on the implementation of their respective multi-modal transportation mission and goals.

1.05 DEFINITIONS

Airport Development Grant	A written agreement between parties allowing certain approved airport improvement costs to be reimbursed by ADOT at a given rate of participation.
Consultation	Meaningful and timely discussion in an understandable language with tribal governments during the development of regulations, policies, programs, plans or matters that significantly or uniquely affect federally recognized American Indian tribes and their governments.
Cooperation	Working together in carrying out decision making activities to achieve a common goal or objective.
Coordination	Cooperative actions among agencies and entities to integrate activities, responsibilities, and control to ensure resources of all parties are used as efficiently as possible.
Intergovernmental Agreement (IGA)	An agreement between political subdivisions including cities, counties, tribes or any other governmental agency or political subdivision. Includes interagency agreements, i.e., agreements between agencies or departments of the State.

MGT-16.01

## MGT-16.01 Department-Wide Native Nation/Tribal Government Consultation

Effective: July 23, 2019

Review: July 23, 2021

Supersedes: MGT-16.01 (09/14/2016)

Page 3 of 5

Joint Project Agreement (JPA)	An agreement between parties for the joint exercise of powers to accomplish a task. A Joint Project Agreement is a type of intergovernmental agreement (IGA).
Memorandum of Agreement (MOA)/ Memorandum of Understanding (MOU)	A written agreement between parties to cooperatively work together on an agreed upon project or meet an agreed upon objective. The purpose is to have a written understanding of the agreement between parties.
Native Nations/Tribal Governments	The 22 Federally recognized Native Nations, Tribal Governments, and Tribal Communities that have jurisdiction over lands located within the boundaries of the State of Arizona. These tribes are acknowledged to exist by the Secretary of the Interior pursuant to the Federally Recognized Indian Tribe List Act of 1994, Public Law 103-454.
State Transportation Improvement Program (STIP)	A statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the state long-range transportation plan, metropolitan transportation plans, and Transportation Improvement Programs (TIPs), and required for a project to be eligible for funding under Title 23 United States Code and Title 49 United States Code, Chapter 53.

**1.06 POLICY**

ADOT recognizes the sovereign status of Native Nations/Tribal Governments and their jurisdiction over lands within reservation boundaries as defined by Federal law [18 U.S.C. §1151]. ADOT also recognizes its exclusive control and jurisdiction over state highways within reservation boundaries as defined in A.R.S. § 28-332(A). In recognition of Native Nations/Tribal sovereignty, ADOT respects the unique and continuous existence of each Native Nation's/Tribe's government, people, history, culture, codes and laws.

1. ADOT is committed to developing relationships with the Native Nations/Tribes in Arizona, and will respect and consider all transportation concerns. ADOT appreciates and encourages the Native Nations'/Tribal Governments' contribution to the transportation concerns of the State of Arizona.

MGT-16.01



## MGT-16.01 Department-Wide Native Nation/Tribal Government Consultation

Effective: July 23, 2019

Review: July 23, 2021

Supersedes: MGT-16.01 (09/14/2016)

Page 4 of 5

---

2. ADOT will neither solicit nor assert any claim to Federal resources that would otherwise be provided directly to Native Nations/Tribes, unless an impacted Native Nation/Tribe gives consent.
3. ADOT will maintain and operate State owned transportation infrastructure within Native Nation/Tribal lands in the best interest of the State while respecting the concerns of the Native Nations/Tribal Governments and their communities.
4. ADOT management, including the director, deputy directors, division directors, district engineers, and other designated staff, will maintain the appropriate working relationships with Native Nation/Tribal Government elected officials and staff to assure the continuous operation of all respective transportation systems.
5. ADOT will consult with Native Nations/Tribal Governments during the transportation planning processes and implementation of the Statewide Transportation Improvement Program (STIP) in accordance with Federal Highway Administration, Federal Transit Administration, and Federal Aviation Administration policies and this policy.
6. ADOT will enter into Intergovernmental Agreements, Joint Project Agreements, Memoranda of Agreement, Memoranda of Understanding or Airport Development Grants when considered mutually appropriate by ADOT and the appropriate Native Nation/Tribal Government.
7. ADOT, while acknowledging funding and jurisdictional limitations, will work with Native Nations/Tribal Governments to identify available resources to jointly or individually fund projects to benefit the State and Native Nation/Tribal communities.
8. ADOT will conduct technical training, when appropriate and as resources allow, and support planning, development, construction, maintenance, and operation of transportation facilities under Native Nation/Tribal jurisdiction.
9. ADOT will engage in partnering efforts, when appropriate and as resources allow, by encouraging and improving understanding and communication with the Native Nations/Tribal Governments.
10. ADOT will encourage mutual understanding of unique cultural and organizational practices among ADOT and the Native Nations/Tribal Governments.
11. ADOT will provide timely opportunities for communication with Native Nations/Tribal Governments about decisions that may affect them. ADOT values reciprocity by Native Nations/Tribal Governments and encourages timely notification on matters that may affect the State.
12. ADOT will share appropriate technical information and data with Native Nations/Tribal Governments in accordance with established ADOT policy. ADOT values reciprocity and

MGT-16.01

MGT-16.01 Department-Wide Native Nation/Tribal Government Consultation

Effective: July 23, 2019

Review: July 23, 2021

Supersedes: MGT-16.01 (09/14/2016)

Page 5 of 5

---

encourages all Native Nations/Tribal Governments to share appropriate technical data with the State in accordance with established Native Nations/Tribal Government policy.

13. ADOT will assist Native Nations/Tribal Governments to implement transportation programs by providing technical assistance, reference tools, sharing data, conducting joint Native Nations/Tribal Government and State projects, and by cooperatively resolving transportation issues to the extent resources allow.

MGT-16.01



**PAGE RESERVED FOR ATTORNEY GENERAL DETERMINATION**

The Attorney General (AG) determination page will be inserted in this Agreement through the electronic DocuSign process as an attachment. When the full document is downloaded, the page will print as the final page of the document and shall be considered to replace this page.





## INSURANCE CHECKLIST FOR GRANT AGREEMENTS WITH COUNCILS OF GOVERNMENT ("COG"), METROPOLITAN PLANNING ORGANIZATION (MPO), TRANSPORTATION MANAGEMENT AREA METROPOLITAN PLANNING ORGANIZATION ("TMA")

### INSTRUCTIONS/TIPS/INFORMATION TO EASE THE INSURANCE PROCESS

- As soon as possible, share this Checklist and the insurance requirements in your Agreement with your risk manager, insurance broker, or insurance agent
- Gather the documents described at each checkbox below (you must provide ADOT with a copy of each)
- Sign the Checklist, attach required documents, and submit by email to MPD Contracts at [mpdcontracts@azdot.gov](mailto:mpdcontracts@azdot.gov)

### CERTIFICATE OF INSURANCE (OR EVIDENCE OF SELF-INSURANCE)

☒ Certificate of Insurance

OR

☐ Evidence of self-insurance (include required additional insured, waiver, primary/non-contributory language)

Subrecipient Initials RS

**\*Certificate Holder should read: The State of Arizona or ADOT, 1324 N. 22<sup>nd</sup> Ave., Phoenix, AZ 85009**

### COMMERCIAL GENERAL LIABILITY

☐ **Additional Insured** endorsement form / policy section / self-insurance language

☐ **Waiver of Subrogation** endorsement form / policy section / self-insurance language

☐ **Primary and Noncontributory** endorsement form / policy section / self-insurance language

Subrecipient Initials RS

### AUTOMOBILE COVERAGE

☐ **Additional Insured** endorsement form / policy section / self-insurance language

☐ **Waiver of Subrogation** endorsement form / policy section / self-insurance language

Subrecipient Initials RS

### WORKER'S COMPENSATION

☐ **Waiver of Subrogation** endorsement form or self-insurance language

Subrecipient Initials RS

Subrecipient Signature: \_\_\_\_\_

Digitally signed by:  
*Barbara Wojewski, Administrative Specialist*  
DN: cn=Barbara Wojewski, o=ADOT, ou=ADOT, email=barbara.wojewski@azdot.gov



Date: 5/13/2021





SALLY PALMER

Log Out

-  ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. [Read more about the extension on Interact](#)
-  ALERT: SAM.gov will be down for scheduled maintenance Saturday , 05/15/2021 from 8:00 AM to 1:00 PM.

Entity Dashboard

Entity Overview

Entity Registration

Core Data

Assertions

Reps & Certs

POCs

Reports

Service Contract Report

BioPreferred Report

Exclusions

Active Exclusions

Inactive Exclusions

Excluded Family Members

RETURN TO SEARCH

LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION

DUNS: 079327291    CAGE Code: 7LR88

Status: Active

Expiration Date: 07/06/2021

Purpose of Registration: Federal Assistance Awards Only

900 London Bridge Rd Bldg E  
Lake Havasu City, AZ, 86404-2432 ,  
UNITED STATES

Entity Overview

Entity Registration Summary

**Name:** LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION

**Business Type:** Business or Organization

**Last Updated By:** Jeanette Buckley

**Registration Status:** Active

**Activation Date:** 07/06/2020

**Expiration Date:** 07/06/2021

Exclusion Summary

**Active Exclusion Records?** No



IBM-P-20210314-0806  
WWW2

- Search Records

Data Access

Check Status

About

Help
- Disclaimers

Accessibility

Privacy Policy
- FAPIS.gov

GSA.gov/IAE

GSA.gov

USA.gov





**MARK BRNOVICH**  
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL  
**STATE GOVERNMENT DIVISION /**  
**TRANSPORTATION SECTION**

**DAWN NORTHUP**  
**DIVISION CHIEF COUNSEL**  
**SUSAN E. DAVIS**  
**ASSISTANT ATTORNEY GENERAL**  
**DIRECT LINE: 602-542-8855**  
**E-MAIL: SUSAN.DAVIS@AZAG.GOV**

**GRANT AGREEMENT**  
**DETERMINATION**


A.G. Contract No. P0012017003762 (**MPD Agreement No. GRT-21-0008160-T**), an Agreement between public agencies, the State of Arizona and Lake Havasu Metropolitan Planning Organization has been reviewed pursuant to A.R.S. §§ 28-401, 28-334, and 28-367 et seq., by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

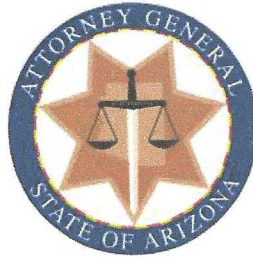
**THIS PAGE HAS BEEN REPLACED DUE**  
**TO A TYPOGRAPHICAL ERROR**

DATED: December 28, 2020

**MARK BRNOVICH**  
Attorney General

  
**SUSAN E. DAVIS**  
Assistant Attorney General  
Transportation Section

SED/sp/9479050



**MARK BRNOVICH**  
**ATTORNEY GENERAL**

**OFFICE OF THE ARIZONA ATTORNEY GENERAL**  
**STATE GOVERNMENT DIVISION /**  
**TRANSPORTATION SECTION**

**DAWN NORTHUP**  
**DIVISION CHIEF COUNSEL**  
**SUSAN E. DAVIS**  
**ASSISTANT ATTORNEY GENERAL**  
**DIRECT LINE: 602-542-8855**  
**E-MAIL: SUSAN.DAVIS@AZAG.GOV**


**GRANT AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012017003762 (MPD Agreement No. GRT-21-0008160-T), an Agreement between public agencies, the State of Arizona and Lake Havasu Metropolitan Planning Organization has been reviewed pursuant to A.R.S. §§ 28-401, 28-334, and 28-367 et seq., by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 11, 2021

**MARK BRNOVICH**  
**Attorney General**

  
**SUSAN E. DAVIS**  
**Assistant Attorney General**  
**Transportation Section**

SED/sp/9500679



## Insurance for Consultants

---

### A seamless integrated insurance solution for professionals.

Please read this wording, together with any endorsements and the Declarations, very carefully. If anything is not correct, please notify **us** immediately. Please note the full extent of **your** and **our** rights and duties.

---

### Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the policy.

---

### Your policy documents

#### Declarations Page

This contains a summary of policy information including the limits of liability and retention amounts **you** have selected.

#### General Terms and Conditions

This contains terms and conditions which apply to the entire policy.

#### Coverage Parts

This contains terms and conditions which apply only to the Coverage Part in which they appear.

#### Endorsements

These documents modify the Declarations page, General Terms and Conditions, and/or Coverage Parts.

#### Notices

These documents provide information that may affect **your** coverage as required by applicable law.

---

### Complimentary risk management services

As a complimentary service that comes with this policy, **we** are pleased to provide a free confidential risk management and loss prevention service, consisting of an initial consultation and up to one hour of legal services to assist **you** in better understanding and minimizing risks that commonly lead to the types of **claims** covered under this policy. If **you** have a question about minimizing these types of liability risks in **your** business, please email **your** question to **us** at [riskmanagement@hiscox.com](mailto:riskmanagement@hiscox.com), along with **your** policy number. A Hiscox representative will get back to **you** within one business day with a referral to a nationally recognized law firm with a practice specifically focused on **your** industry.

Please note that any inquiries made to this service will not constitute a notice of **claim** or **potential claim** under **your** policy. For all **claims**, **potential claims**, or other matters covered by this policy, please follow the notification provisions in the policy. Please also note that this service is not intended to respond to questions regarding your insurance policy or coverage. For all such inquiries, please contact **your** agent or broker.



## Insurance for Consultants

---

### Reporting a claim

Please inform **us** immediately if you have a **claim** or loss to report and refer to the claim reporting provisions in each Coverage Part for further details.

Email: [hiscoxclaims@hiscox.com](mailto:hiscoxclaims@hiscox.com)





# HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue Suite 600 Chicago, IL 60603  
(646) 452-2353

## Insurance for Consultants

### DECLARATIONS

---

<b>Broker No.:</b>	US 0000008	ARC Excess & Surplus LLC
<b>Policy No.:</b>	MPL1571467.21	113 South Service Road
<b>Renewal of:</b>	MPL1571467.20	Jericho, NY 11753
<b>1. Named Insured:</b>	Lake Havasu Metropolitan Planning Organization	
<b>Address:</b>	900 London Bridge Rd Bldg E Lake Havasu City, AZ 86404-2432	
<b>2. Policy Period:</b>	<b>Inception Date: 05/12/2021</b>	<b>Expiration Date: 05/12/2022</b>
	Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.	
<b>3. General terms and conditions wording:</b>	PLP P0001 CW (06-14) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.	
<b>4. Endorsements:</b>	E6017.3 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E6020.3 - War and Civil War Exclusion Endorsement, E9001.2 - Arizona Amendatory Endorsement, and E6366.1 - Cyber Incident Clarification (PL)	
<b>5. Optional Extension Period:</b>	Extended Reporting Period of 12/24/36 months at 75/150/225 percent of the annual premium.	
<b>6. Notification of claims to:</b>	Hiscox Claims 520 Madison Avenue, 32nd floor New York, NY 10022 Fax: 212-922-9652 Email: <a href="mailto:HiscoxClaims@Hiscox.com">HiscoxClaims@Hiscox.com</a>	
<b>Additional Notification requirements:</b>	NONE	
<b>7. Policy Premium:</b>	\$ 3,065	<b>Premium Allocated to TRIA:</b> \$ 0 <b>State Surcharge:</b> N/A

### Consultants Professional Liability Claims-Made and Reported Coverage Part: PLPMPL P0002 CW (06-14)

Covered Professional Services:	services as a transportation planning consultant, for others for a fee
Professional Liability (PL):	\$ 1,000,000 Each Claim / \$ 1,000,000 Aggregate
Bodily Injury/Property Damage:	\$ 50,000 Aggregate



## HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue Suite 600 Chicago, IL 60603

(646) 452-2353

### Insurance for Consultants

#### DECLARATIONS

---

Defense of Licensing Proceedings:	\$ 25,000 Aggregate (Separate Limit)
Subpoena Assistance:	\$ 10,000 Aggregate (Separate Limit)
Retroactive Date:	05/12/2015
Retention:	\$ 2,500
PL Premium:	\$ 3,065
Endorsements:	E6115.2 - Financial Services Exclusions Endorsement

---

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

A handwritten signature in black ink, appearing to read "Bjorn Wat".

President

A handwritten signature in black ink, appearing to read "David McChombrun".

Secretary

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

Authorized Representative  
Kevin Kerridge

May 4, 2021

Hiscox Inc.



## General Terms and Conditions

### I. Our promise to you

In consideration of the premium charged, and in reliance on the statements made and information provided to **us**, **we** will pay **covered amounts** as defined in this policy, provided **you** properly notify **us** of **claims**, **breaches**, **events**, or **occurrences**, and meet **your** obligations to **us** in accordance with the terms of this policy.

### II. Limits of liability

Regardless of the number of Coverage Parts **you** have purchased, the maximum **we** will pay for all **covered amounts** will be as follows:

- A. Coverage part limit  
Each Coverage Part purchased will be subject to a **coverage part limit** (if one is stated in the Declarations), which is the maximum amount **we** will pay for all **covered amounts** under that Coverage Part, other than coverage enhancements or other items **we** have expressly agreed to pay in addition to the limit. The **coverage part limit** will be in excess of any applicable **retention**.
- B. Each claim limit  
The Each Claim Limit identified in the Declarations is the maximum amount **we** will pay for all **covered amounts** for each covered **claim**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **claim** to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- C. Each breach limit  
The Each Breach Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **breach**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **breach** or costs to which the sublimit applies. The Each Breach Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- D. Each occurrence limit  
The Each Occurrence Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **occurrence**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **occurrence** to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- E. General liability coverage part limits  
If **you** have purchased a General Liability Coverage Part, additional rules for applying limits are contained in Section IV. Limits of liability, of that Coverage Part.
- F. Related claims  
All **related claims**, regardless of when made, will be treated as one **claim**, and all subsequent **related claims** will be deemed to have been made against **you** on the date the first such **claim** was made. If, by operation of this provision, the **claim** is deemed to have been made during any period when **we** insured **you**, it will be subject to only one **retention** and one Each Claim Limit regardless of the number of claimants, **insureds**, or **claims** involved.

### III. Your obligations to us

- A. Named insured responsibilities  
It will be the responsibility of the **named insured** (or, if there is more than one **named insured**, the first one listed on the Declarations) to act on behalf of all **insureds** with respect to the following:
  1. timely giving and receiving notice of cancellation or non-renewal;
  2. timely payment of premium;
  3. receipt of return premiums;
  4. timely acceptance of changes to this policy; and
  5. timely payment of **retentions**.



## General Terms and Conditions

- B. Your duty to cooperate      **You** must cooperate with **us** in the defense, investigation, and settlement of any **claim, potential claim, breach, event, occurrence**, or other matter notified to **us**, including but not limited to:
1. notifying **us** immediately if **you** receive any settlement demands or offers, and sending **us** copies of any demands, notices, summonses, or legal papers;
  2. submitting to examination and interrogation under oath by **our** representative and giving **us** a signed statement of **your** answers;
  3. attending hearings, depositions, and trials as **we** request;
  4. assisting in securing and giving evidence and obtaining the attendance of witnesses;
  5. providing written statements to **our** representative and meeting with such representative for the purpose of investigation and/or defense;
  6. providing all documents and information **we** may reasonably request, including authorizing **us** to obtain records; and
  7. pursuing **your** right of recovery from others.
- C. Your obligation not to incur any expense or admit liability      **You** must not make any payment, incur any expense, admit any liability, or assume any obligation without **our** prior consent. If **you** do so, it will be at **your** own cost and expense.
- D. Your representations      **You** warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree they were relied on by **us** and were material to **our** decision to issue this policy to **you**. If **we** learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, **we** are entitled to treat this policy as if it had never existed.

### IV. Optional extension period

1. If **we** or the **named insured** cancel or non-renew this policy, then the **named insured** will have the right to purchase an optional extension period for the duration and at the percentage of the expiring premium stated in Item 5 of the Declarations. The optional extension period, if purchased, will start on the effective date of cancellation or non-renewal. However, the right to purchase an optional extension period will not apply if:
  - a. this policy is canceled by **us** for nonpayment of premium; or
  - b. the total premium for this policy has not been fully paid.
2. The optional extension period will apply only to **claims** that:
  - a. are first made against **you** and reported to **us** during the optional extension period; and
  - b. arise from **your professional services** performed, or a **breach**, offense, or **occurrence** that takes place, on or after the **retroactive date** but prior to the effective date of cancellation or non-renewal of this policy.
3. The additional premium will be fully earned at the inception of the optional extension period.
4. Notice of election and full payment of the additional premium for the optional extension period must be received by **us** within 30 days after the effective date of cancellation or non-renewal, otherwise any right to purchase the optional extension period will lapse.

The limits of liability applicable during any purchased optional extension period will be the remaining available **coverage part limit**. There will be no separate or additional limit of liability available for any purchased optional extension period.

The right to purchase an optional extension period will apply only to Coverage Parts **you** have purchased that include coverage written on a claims-made or loss occurring and discovered basis, and not to any Coverage Parts written on an occurrence basis.



## General Terms and Conditions

### V. Other provisions affecting coverage

- A. Alteration and assignment No change in, modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by **our** authorized representative.
- B. Bankruptcy or insolvency **Your** bankruptcy or insolvency will not relieve **us** of any of **our** obligations under this policy.
- C. Cancellation
1. This policy may be canceled by the **named insured** by giving written notice, which must include the date the cancellation will be effective, to **us** at the address stated in the Declarations.
  2. This policy may be canceled by **us** by mailing to the **named insured** by registered, certified, or other first class-mail, at the **named insured's** address stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than 60 days after the date of the notice of cancellation, or ten days if the cancellation is due to nonpayment of premium.
  3. The mailing of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice.
  4. If this policy is canceled by the **named insured**, **we** will retain the customary short rate proportion of the premium.
  5. If this policy is canceled by **us**, **we** will return a pro rata proportion of the premium.
  6. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.
- D. Change in control
- If, during the **policy period**, the **named insured** consolidates with, merges into, or sells all or substantially all of its assets to any other person or entity, or any other person or entity acquires ownership or control of the **named insured**, then the **named insured** will provide **us** written notice no later than 30 days after the effective date of such change in control, together with any other information **we** may require.
- We** will not cancel this policy solely because of a change in control, but unless **you** and **we** agree in writing otherwise, after the effective date of any change in control, this policy will cover only **claims** arising from **professional services** performed, or **breaches**, offenses, or **occurrences** that took place, prior to the change in control.
- E. Coverage territory
- This policy will apply to **your professional services** performed, and **breaches**, offenses, **events**, or **occurrences** that take place, anywhere in the world, provided that any action, arbitration, or other proceeding (if **you** have purchased a relevant Coverage Part) is brought within the United States, its territories or possessions, or Canada.
- F. Estates, heirs, legal representatives, spouses, and domestic partners
- In the event of an **employee's** death or disability, this policy will also apply to **claims** brought against the **employee's**:
1. heirs, executors, administrators, trustees in bankruptcy, assignees, and legal representatives; or
  2. lawful spouse or lawful domestic partner;
- but only:
1. for a covered **claim** arising from the scope of the **employee's** work for **you**; or
  2. in connection with their ownership interest in property which the claimant seeks as recovery in a covered **claim** arising from the scope of the **employee's** work for **you**.
- G. False or fraudulent claims
- If any **insured** commits fraud in connection with any **claim**, **potential claim**, **breach**, offense, **event**, or **occurrence**, whether regarding the amount or otherwise, this insurance will become void as to that **insured** from the date the fraud is committed.



## General Terms and Conditions

- H. Other insurance
- Any payment due under this policy is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess insurance over this policy. However, if **you** have purchased a General Liability Coverage Part, rules for how that Coverage Part will be treated when there is other valid and collectible insurance are contained in Section V. Other provisions affecting coverage, D. Other insurance, of that Coverage Part.
- If the same **claim** or **related claims**, **breach**, **event**, or **occurrence** is covered under more than one Coverage Part, **we** will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.
- I. Subrogation
- In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment.
- You** will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.
- You** will do nothing to prejudice **our** subrogation rights without **our** prior written consent.
- Any recovery first will be paid to **you** up to the amount of any **retention** **you** have paid, and then to **us** up to the amount of any **covered amounts** **we** have paid.
- J. Titles
- Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

---

## VI. Definitions applicable to all Coverage Parts

The following definitions apply to all Coverage Parts **you** have purchased. If the same term is defined here and in a Coverage Part, then the definition in the Coverage Part will govern the coverage provided under that Coverage Part.

- Application**
- means the signed application for the policy and any attachments and materials submitted with that application. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials.
- Coverage part limit**
- means the amount stated in the Declarations as the aggregate limit applicable to each Coverage Part **you** have purchased which is subject to an aggregate limit.
- Covered amounts**
- means any amounts **we** have expressly agreed to pay under any Coverage Part **you** have purchased.
- Employee**
- means any past, present, or future:
1. employee (including any part-time, seasonal, leased, or temporary employee or any volunteer);
  2. partner, director, officer, or board member (or equivalent position); or
  3. independent contractor;
- of a **named insured**, but only while in the course of their performance of work or services on behalf of or at the direction of the **named insured**.
- Named insured**
- means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.
- Policy period**
- means the period of time identified in Item 2 of the Declarations, and any optional extension period, if purchased.
- Professional services**
- means those services identified as Covered Professional Services under any Coverage Part on the Declarations containing such a description.



## General Terms and Conditions

### Related claims

means all **claims** that are based upon, arise out of, or allege:

1. a common fact, circumstance, situation, event, service, transaction, cause, or origin;
2. a series of related facts, circumstances, situations, events, services, transactions, sources, causes, or origins;
3. a continuous or repeated act, error, or omission in the performance of **your professional services**; or
4. the same **breach, occurrence**, or offense.

The determination of whether a **claim** is related to another **claim** or **claims** will not be affected by the number of claimants or **insureds** involved, causes of action asserted, or duties involved.

### Retention

means the amount or time identified as such in the Declarations.

### Retroactive date

means the date identified as such in the Declarations.

### We, us, or our

means the Company identified on the Declarations as issuing this policy.

### You, your, or insured

means any individual or entity expressly described as an **insured** in any Coverage Part **you** have purchased.





## Consultants Professional Liability Coverage Part

### I. What is covered

We will pay up to the **coverage part limit** for **damages** and **claim expenses** in excess of the **retention** for covered **claims** against **you** alleging a negligent act, error, or omission in **your consulting services** performed on or after the **retroactive date**, including but not limited to:

1. breach of any duty of care;
2. negligent misstatement or negligent misrepresentation; or
3. **personal and advertising injury**,

provided the **claim** is first made against **you** during the **policy period** and is reported to **us** in accordance with Section V. Your obligations.

### II. Coverage enhancements

We will also make the following payments:

Bodily injury/property damage sublimit

- A. We will pay **damages** and **claim expenses** up to the limit stated in the Declarations for any **claim** against **you** for **bodily injury** and/or **property damage**, provided the **claim** is first made against **you** during the **policy period**, it directly results from **your consulting services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

**You** must pay the **retention** stated in the Declarations in connection with any payment **we** make under this subsection A, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

Defense of licensing proceedings

- B. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent in the investigation, defense, or appeal of any state, federal, or other licensing board inquiry or proceeding concerning **your** eligibility or license to engage in **your consulting services**, provided **you** first receive notice of such inquiry or proceeding during the **policy period**, it relates to **your consulting services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection B, and such amounts will be in addition to, and not part of, the **coverage part limit**.

Subpoena assistance

- C. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent to respond to a subpoena arising from the performance of **your consulting services**, provided **you** first receive notice of such subpoena during the **policy period**, it relates to **your consulting services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection C, and such amounts will be in addition to, and not part of, the **coverage part limit**.

Supplemental payments

- D. We will pay reasonable expenses, including loss of wages and a \$250 travel per diem, incurred by **you** if **we** require **you** to attend depositions, arbitration proceedings, or trials in connection with the defense of a covered **claim**, but **we** will not pay more than an aggregate of \$10,000 per **claim** for such expenses, regardless of the number of **insureds**.

No **retention** will apply to amounts **we** pay under this subsection D, and such amounts will be in addition to, and not part of, the **coverage part limit**.

### III. Who is an insured

For purposes of this Coverage Part, **you**, **your**, or **insured** means a **named insured**, **subsidiary**, **employee**, **independent contractor**, **joint venture**, or **additional insured**, as defined below:

**Named insured**

means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.



## Consultants Professional Liability Coverage Part

<b>Subsidiary</b>	means any entity of which the <b>named insured</b> has majority ownership before or as of the inception of the <b>policy period</b> .
<b>Employee</b>	<p>means any past, present, or future:</p> <ol style="list-style-type: none"> <li>1. person employed by the <b>named insured</b> or <b>subsidiary</b> as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; or</li> <li>2. partner, director, officer, or board member (or equivalent position) of the <b>named insured</b> or <b>subsidiary</b>,</li> </ol> <p>but only while in the course of their performance of <b>consulting services</b> on behalf of or at the direction of such <b>named insured</b> or <b>subsidiary</b>.</p>
<b>Independent contractor</b>	means any person or entity contracted by the <b>named insured</b> or <b>subsidiary</b> to perform the same <b>consulting services</b> as the <b>named insured</b> or <b>subsidiary</b> , but only while in the course of their performance of <b>consulting services</b> on behalf of or at the direction of the <b>named insured</b> or <b>subsidiary</b> .
<b>Joint venture</b>	<p>means a business enterprise in which the <b>named insured</b> or <b>subsidiary</b> participates pursuant to a written agreement, but only for:</p> <ol style="list-style-type: none"> <li>1. <b>consulting services</b> performed by the <b>named insured</b> or <b>subsidiary</b>; and</li> <li>2. the same percentage of covered <b>damages</b> and <b>claim expenses</b> as the percentage of the <b>named insured's</b> or <b>subsidiary's</b> participation in the joint venture.</li> </ol>
<b>Additional insured</b>	<p>means any person or organization <b>you</b> have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, provided the contract or agreement:</p> <ol style="list-style-type: none"> <li>1. is currently in effect or becomes effective during the <b>policy period</b>; and</li> <li>2. was executed before the <b>consulting services</b> out of which the <b>claim</b> arises were performed.</li> </ol> <p>Coverage is available for <b>additional insureds</b> solely for their liability arising out of <b>your</b> negligence or of those acting on <b>your</b> behalf and not for any liability arising out of the sole negligence of the <b>additional insured</b>.</p>

---

## IV. Defense and settlement of claims

<b>Defense</b>	<p><b>We</b> have the right and duty to defend any covered <b>claim</b>, even if such <b>claim</b> is groundless, false, or fraudulent.</p> <p><b>We</b> have the right to select and appoint counsel to defend <b>you</b> against a covered <b>claim</b>. <b>You</b> may request in writing that <b>we</b> appoint defense counsel of <b>your</b> own choice, but whether to grant or deny such a request will be at <b>our</b> sole discretion.</p>
<b>Settlement</b>	<p><b>We</b> have the right to solicit and negotiate settlement of any <b>claim</b> but will not enter into a settlement without <b>your</b> consent, which <b>you</b> agree not to withhold unreasonably. If <b>you</b> withhold consent to a settlement recommended by <b>us</b> and acceptable to the party who made the <b>claim</b>, the most <b>we</b> will pay for that <b>claim</b> is the sum of:</p> <ol style="list-style-type: none"> <li>1. the amount of <b>our</b> recommended settlement;</li> <li>2. <b>claim expenses</b> incurred up to the date of <b>our</b> recommendation;</li> <li>3. 50% of all <b>claim expenses</b> incurred after <b>our</b> recommendation; and</li> <li>4. 50% of all <b>damages</b> in excess of the settlement amount recommended by <b>us</b>.</li> </ol>



## Consultants Professional Liability Coverage Part

### V. Your obligations

Notifying us of claims and coverage enhancements

**You** must give written notice to **us** of any **claim**, or any other matter covered under Section II. Coverage enhancements, as soon as possible, but in any event, no later than 60 days after the end of the **policy period**.

All such notifications must be in writing and include a copy of the **claim** or other covered matter, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

Notifying us of potential claims

**You** have the option of notifying **us** of **potential claims** that may lead to a covered **claim** against **you**.

In order to do so, **you** must give written notice to **us** as soon as possible and within the **policy period**, and the notice must, to the greatest extent possible, identify the details of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief, and any additional information about the **potential claim** **we** may reasonably request.

The benefit to **you** of notifying **us** of a **potential claim** is that if an actual **claim** arises from the same circumstances as the properly notified **potential claim**, then **we** will treat that **claim** as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **policy period** has expired.

All **potential claim** notifications must be in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

Retention

**Our** obligation to pay **damages** and **claim expenses** under this Coverage Part is in excess of the **retention**, which **you** must pay in connection with each covered **claim**.

### VI. Exclusions – What is not covered

**We** will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim**:

Antitrust/deceptive trade practices

1. based upon or arising out of any actual or alleged:
  - a. false, deceptive, or unfair trade practices;
  - b. unfair competition, impairment of competition, restraint of trade, or antitrust violations;
  - c. violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, all including as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.; or
  - d. deceptive or misleading advertising.

Bodily injury to an insured

2. based upon or arising out of any actual or alleged physical injury, sickness, disease, death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock sustained by an **insured** or any employee of an **insured**.

Breach of contract

3. based upon or arising out of any actual or alleged breach of any contract or agreement, or any liability of others that **you** assume under any contract or agreement; however, this exclusion will not apply to any liability **you** would have in the absence of the contract or agreement.

Breach of warranty/guarantee

4. based upon or arising out of any actual or alleged breach of express warranties or guarantees, except any warranty or guarantee to perform **your consulting services** consistent with applicable industry standards or with reasonable skill or care. This exclusion will not apply to any liability **you** would have in the absence of the warranties or guarantees.

Criminal proceedings

5. brought in the form of a criminal proceeding, including but not limited to a criminal investigation, grand jury proceeding, or criminal action.



## Consultants Professional Liability Coverage Part

- |  |  |
|--|--|
| Employment related liability           | <p>6. based upon or arising out of any actual or alleged:</p> <ul style="list-style-type: none"> <li>a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;</li> <li>b. liability or breach of any duty or obligation owed by <b>you</b> as an employer or prospective employer; or</li> <li>c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact, committed by <b>you</b> as an employer or prospective employer.</li> </ul> |
| Excluded costs and damages             | <p>7. to the extent it seeks or includes:</p> <ul style="list-style-type: none"> <li>a. fines, penalties, taxes, or sanctions against <b>you</b>;</li> <li>b. overhead costs, general business expenses, salaries, or wages incurred by <b>you</b>;</li> <li>c. the return, reduction, or restitution of fees, commissions, profits, or charges for goods provided or services rendered;</li> <li>d. liquidated or multiple damages;</li> <li>e. restitution, disgorgement of profits, any advantage to which <b>you</b> were not legally entitled, or unjust enrichment; or</li> <li>f. the cost of complying with injunctive relief.</li> </ul>  |
| Excluded professional services         | <p>8. based upon or arising out of any actual or alleged performance of or failure to perform services as an architect, engineer, accountant, lawyer, insurance agent/broker, registered investment advisor, and/or security broker/dealer; however, this exclusion will not apply to <b>claims</b> brought against an <b>insured</b> who is an architect, engineer, accountant, lawyer, insurance agent/broker, registered investment advisor, and/or security broker/dealer if the <b>claim</b> arises out of the performance of <b>your consulting services</b>.</p>  |
| Excluded statutory violations          | <p>9. based upon or arising out of any actual or alleged violation of the following laws:</p> <ul style="list-style-type: none"> <li>a. the Securities Act of 1933;</li> <li>b. the Securities Exchange Act of 1934;</li> <li>c. any state blue sky or securities laws;</li> <li>d. the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 <i>et seq.</i>; or</li> <li>e. the Employee Retirement Income Security Act of 1974,</li> </ul> <p>all including as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law and any rules or regulations promulgated under such laws.</p>   |
| Failure to maintain insurance or bonds | <p>10. based upon or arising out of any actual or alleged failure to procure or maintain adequate insurance or bonds.</p>  |
| Improper billing                       | <p>11. based upon or arising out of any actual or alleged inaccurate, improper, or fraudulent billings or invoices, including but not limited to a qui tam action or any action under the False Claims Act, as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law; however, this exclusion will not apply to a <b>claim</b> resulting from <b>your</b> performance of billing services for others if such services are a part of <b>your consulting services</b>.</p>  |
| Insured vs. insured                    | <p>12. brought by or on behalf of one <b>insured</b> or <b>affiliate</b> against another <b>insured</b> or <b>affiliate</b>; however, this exclusion will not apply to a <b>claim</b> by an <b>additional insured</b> against another <b>insured</b> based upon or arising out of any other <b>insured's</b> performance of <b>consulting services</b> for the <b>additional insured</b>.</p>  |
| Intellectual property                  | <p>13. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent,</p>   |



## Consultants Professional Liability Coverage Part

service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.

### Intentional acts

14. based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions, except that:
- we** will pay **claim expenses** until there is a final adjudication establishing such conduct; and
  - this **exclusion** will not apply to otherwise covered intentional acts or omissions resulting in **personal and advertising injury**.

This exclusion will apply to the **named insured** or **subsidiary** only if the conduct was committed or allegedly committed by any:

- partner, director, officer, or member of the board (or equivalent position) of the **named insured** or **subsidiary**; or
- employee of the **named insured** or **subsidiary** if any partner, director, officer, member of the board (or equivalent position) of the **named insured** or **subsidiary** knew or had reason to know of such conduct by the employee.

This exclusion will apply separately to each **insured** and will not apply to any **insured** who did not commit, participate in, acquiesce to, or ratify such conduct committed by another **insured**.

### Manufacture of goods/ products

15. based upon or arising out of any goods or products manufactured, sold, handled, or distributed by **you**.

### Medical malpractice

16. based upon or arising out of any actual or alleged medical malpractice or breach of any duties owed as a healthcare provider, including but not limited to the rendering of or failure to render medical services, treatment, diagnosis, or advice.

### Misappropriation of funds

17. based upon or arising out of the actual or alleged theft, misappropriation, commingling, or conversion of any funds, monies, assets, or property.

### Mold

18. based upon or arising out of any actual, alleged, or threatened existence, growth, release, escape of, exposure to, inhalation of, or contact with mold, spores, or fungi.

### Pollution/environmental

19. based upon or arising out of any actual, alleged, or threatened discharge, dispersal, release, or escape of **pollutants**, including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.

### Prior acts/notice/knowledge

20. based upon or arising out of any actual or alleged breach of duty or negligent act, error, or omission that:
- was committed prior to the **retroactive date**;
  - was the subject of any notice given under any other policy of which this policy is a renewal or replacement;
  - was the subject of, or is related to, any prior or pending litigation, **claim**, written demand, arbitration, administrative or regulatory proceeding or investigation, or licensing proceeding that was filed or commenced against **you** and of which **you** had notice prior to the **policy period**; or
  - you** had knowledge of prior to the **policy period**, and there was a reasonable basis to believe that the act, error, or omission could result in a **claim**.

However, if this policy is a renewal or replacement of a previous policy **we** issued that provided materially identical coverage, and is part of an unbroken chain of successive policies issued by **us**, the **policy period** referred to in paragraphs c and d, above, will be the policy period of the first such policy **we** issued.



## Consultants Professional Liability Coverage Part

Privacy	21. based upon or arising out of any actual or alleged: <ul style="list-style-type: none"> <li>a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in <b>your</b> care, custody, or control; or</li> <li>b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.</li> </ul>
Sexual misconduct	22. based upon or arising out of any actual, alleged, or threatened abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature, including the negligent employment, investigation, supervision, training, or retention of a person who commits such conduct, or the failure to report such conduct to the proper authorities.
Subsidiary outside control of named insured	23. a. based upon or arising out of <b>consulting services</b> performed by or on behalf of a past or present <b>subsidiary</b> while the <b>named insured</b> does not have majority ownership or management control of it; or b. made against a <b>subsidiary</b> or anyone acting on its behalf while the <b>named insured</b> does not have majority ownership or management control of it.
Third party discrimination	24. based upon or arising out of any actual or alleged harassment of or unlawful discrimination against, including but not limited to adverse or disparate impact, a person or entity other than an <b>insured</b> or an employee of an <b>insured</b> .
Unsolicited telemarketing	25. based upon or arising out of any actual or alleged violation of any federal, state, local, or foreign statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any "anti-spam" or "do-not-call" statutes, ordinances, or regulations.

## VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in Section III. Who is an insured, and in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

<b>Affiliate</b>	means any person or entity related to any <b>insured</b> through common ownership, control, or management. <b>Affiliate</b> does not include a <b>subsidiary</b> .
<b>Bodily injury</b>	means physical injury, sickness, disease, or death sustained by a person, and any resulting humiliation, mental injury, mental anguish, emotional distress, suffering, or shock.
<b>Claim</b>	means any written assertion of liability or any written demand for financial compensation or non-monetary relief.
<b>Claim expenses</b>	means the following sums incurred in excess of the <b>retention</b> and with <b>our</b> prior written consent: <ol style="list-style-type: none"> <li>1. all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a <b>claim</b>; and</li> <li>2. premiums on appeal bonds, attachment bonds, or similar bond, but <b>we</b> will have no obligation to apply for or furnish any such bonds.</li> </ol>
<b>Consulting services</b>	means only those services identified as Covered Professional Services under the Consultants Professional Liability Coverage Part section of the Declarations.
<b>Damages</b>	means the following amounts incurred in excess of the <b>retention</b> : <ol style="list-style-type: none"> <li>1. a monetary judgment or monetary award that <b>you</b> are legally obligated to pay (including pre- or post-judgment interest and awards of claimant's attorney fees); or</li> <li>2. a monetary settlement negotiated by <b>us</b> with <b>your</b> consent.</li> </ol>





## Consultants Professional Liability Coverage Part

**Damages** includes punitive damages to the full extent they are insurable under the law of any applicable jurisdiction that most favors coverage.

**Personal and advertising injury**

means injury, other than **bodily injury** or **property damage**, arising out of one or more of the following offenses:

1. false arrest, detention, or imprisonment;
2. malicious prosecution;
3. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises;
4. slander, libel, or defamation, or disparagement of goods, products, or services, whether in connection with **your consulting services** or **your** advertising of it; or
5. oral or written publication of material, whether in connection with **your consulting services** or **your** advertising of it, that violates a person's right of privacy.

**Pollutants**

means any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, dust, nanoparticles, fibers, soot, fumes, acids, alkalis, chemicals, nuclear materials, germs, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

**Potential claim**

means any acts, errors, or omissions of an **insured** or other circumstances reasonably likely to lead to a **claim** covered under this policy.

**Property damage**

means physical damage to or destruction of any tangible property, including the resulting loss of use of that property.

**Retention**

means the amount stated as such under the Consultants Professional Liability Coverage Part section of the Declarations.

**You, your, or insured**

means a **named insured**, **subsidiary**, **employee**, **independent contractor**, **joint venture**, or **additional insured**, as defined in Section III. Who is an insured.





520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

### Endorsement 1

NAMED INSURED: Lake Havasu Metropolitan Planning Organization

#### **E6017.3 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

**We** will have no obligation to pay any sums under this policy, including any **damages, claim expenses**, or other **covered amounts**, for any **claim, event, or occurrence**:

- A. Under any liability coverage, for injury, sickness, disease, death, or destruction:
  - 1. for which **you** are also insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for exhaustion of its limit of liability; or
  - 2. resulting from the **hazardous properties of nuclear material** and with respect to which:
    - a. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, as amended; or
    - b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, for expenses incurred with respect to bodily injury, sickness, disease, or death resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- C. Under any liability coverage, for injury, sickness, disease, death, or destruction resulting from the **hazardous properties of nuclear material**, if:
  - 1. the **nuclear material** is at any **nuclear facility** owned or operated by **you** or on **your** behalf, or has been discharged or dispersed from such a facility;
  - 2. the **nuclear material** is contained in **spent fuel or waste** which is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by **you** or on **your** behalf; or
  - 3. the injury, sickness, disease, death, or destruction arises out of the furnishing by **you** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to injury to or destruction of property at such **nuclear facility**.

As used in this endorsement:

**Hazardous properties** includes radioactive, toxic, or explosive properties;

**Nuclear material** means **source material, special nuclear material, or byproduct material**;

**Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

**Source material, special nuclear material, and byproduct material** have the meanings given them in the Atomic Energy Act of 1954, as amended;

**Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

**Waste** means any waste material:



520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 1**

NAMED INSURED: Lake Havasu Metropolitan Planning Organization

1. containing **byproduct material**; and
2. resulting from the operation by any person or organization of any **nuclear facility** included in paragraph 1 or 2 of the definition of **nuclear facility**;

**Nuclear facility** means:

1. any any **nuclear reactor**;
2. any any equipment or device designed or used for:
  - a. separating the isotopes of uranium or plutonium;
  - b. processing or utilizing **spent fuel**; or
  - c. handling, processing, or packaging **waste**;
3. any equipment or device used for the processing, fabricating, or alloying of **special nuclear material**, if at any time the total amount of such material in **your** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
4. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**.

**Nuclear facility** includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

With respect to injury to or destruction of property, "injury" or "destruction" includes all forms of radioactive contamination of property.

Endorsement effective: 05/12/2021

Certificate No.: MPL1571467.21

Endorsement No: 1

Processed Date: 04/12/2021

Hiscox Inc.

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

Authorized Representative  
Kevin Kerridge



520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 2**

NAMED INSURED: Lake Havasu Metropolitan Planning Organization

**E6020.3 War and Civil War Exclusion Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

This policy does not apply to and **we** will have no obligation to pay any sums under this policy, including any **damages, claim expenses**, or other **covered amounts**, for any **claim, event, or occurrence** directly or indirectly occasioned by, happening through, or in consequence of:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power; or
2. confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority.

However, this exclusion will not apply to coverage under the General Liability Coverage Part (if purchased) for damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. Any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

Endorsement effective: 05/12/2021

Certificate No.: MPL1571467.21

Endorsement No: 2

Processed Date: 04/12/2021

Hiscox Inc.

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

Authorized Representative  
Kevin Kerridge



520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

### Endorsement 3

NAMED INSURED: Lake Havasu Metropolitan Planning Organization

#### **E9001.2 Arizona Amendatory Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

I. In Section V. Other provisions affecting coverage, C. Cancellation is deleted in its entirety and replaced with the following.

1. This policy may be cancelled by the **named insured** by giving advance written notice, which must include the date the cancellation will be effective, to **us** at the address stated in the Declarations.

2. For policies in effect for less than 60 days

If this policy has been in effect for less than 60 days, **we** may cancel this policy by mailing to the **named insured** by certified mail (or by email where allowed by applicable law), at the address shown in the Declarations, and to an authorized agent, if any, written notice including the reasons for cancellation. The effective date of the cancellation will be no, less than 60 days after the date of the notice of cancellation, or ten days if the cancellation is due to non-payment of premium),

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy issued by **us**, **we** may cancel this policy only for one or more of the following reasons:

- (a) Non-payment of premium;
- (b) Conviction of the **insured** of a crime arising out of acts increasing the hazard insured against;
- (c) Acts or omissions by the **insured** or the **insured's** representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a **claim** under this policy;
- (d) Substantial change in the risk assumed, except to the extent that **we** should have reasonably foreseen the change or contemplated the risk in writing the contract;
- (e) Substantial breach in contractual duties or conditions;
- (f) Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by **our** reinsurer or reinsurers;
- (g) Determination by the Director of Insurance that the continuation of the policy would place **us** in violation of the insurance laws of this state or would jeopardize **our** solvency; or
- (h) Acts or omissions by the **insured** or the **insured's** representative which materially increase the hazard insured against.

3. The mailing (or emailing) of the notice will be sufficient proof of notice and this policy will terminate at the date and hour specified in such notice.



520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 3**

NAMED INSURED: Lake Havasu Metropolitan Planning Organization

4. If this policy is canceled by the **named insured**, **we** will retain the customary short rate proportion of the premium.
5. If this policy is canceled by **us**, **we** will return a pro rata proportion of the premium.
6. Payment or tender of any unearned premium by **us** will not be a condition precedent to the effectiveness of the cancellation, but such payment will be made as soon as practicable.

II. The following is added to Section V. Other provisions affecting coverage:

NR - A Non-renewal

1. If **we** elect not to renew this policy, **we** will mail by certified mail (or email where allowed by applicable law) to the **named insured** and an authorized agent, if any, written notice of non-renewal not less than 60 days before the end of the **policy period**.
2. **We** will mail (or email) the notice of non-renewal to the **named insured** at the last mailing address (or email address) known to **us**. If the notice of non-renewal is mailed, proof of mailing will be sufficient proof of notice.

If either one of the following occurs, **we** are not required to provide written notice of non-renewal:

- a. **We** or a company within the same insurance group have offered to issue a renewal policy; or
- b. The **named insured** has obtained replacement coverage or agreed in writing to do so.

NR-B Conditional Renewal

1. If the **named insured** elects to renew this policy with an increase in premium, change in deductible, reduction in limits or substantial reduction in coverage, **we** will mail (or e-mail where allowed by applicable law) to the **named insured** written notice of **our** intent not less than 60 days before the end of the **policy period**.

**We** will mail (or email) the notice of renewal with altered terms to the **named insured** at the last mailing address (or email address) known to **us**. If the notice of renewal is mailed, proof of mailing will be sufficient proof of notice.

2. If renewal is subject to any condition described in paragraph 1. above, and **we** fail to provide notice 60 days before the **policy period**, the following procedures apply:
  - a. The present policy will remain in effect until the earlier of the following:
    - i. 60 days after the date of mailing or delivery of notice; or
    - ii. The effective date of replacement coverage obtained by the **named insured**.
  - b. If the **named insured** elects not to renew, any earned premium for the policy of extension of the terminated policy will be calculated pro rata at the lower of the following rates:



520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 3**

NAMED INSURED: Lake Havasu Metropolitan Planning Organization

- i. The rates applicable to the terminated policy; or
- ii. The rates presently in effect.
- c. If the **named insured** accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's **policy period**.

Endorsement effective: 05/12/2021

Certificate No.: MPL1571467.21

Endorsement No: 3

Processed Date: 04/12/2021

Hiscox Inc.

A handwritten signature in black ink, appearing to read "Kevin Kerridge", with a stylized flourish at the end.

Authorized Representative  
Kevin Kerridge



520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 4**

NAMED INSURED: Lake Havasu Metropolitan Planning Organization

**E6115.2 Financial Services Exclusion Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

This policy does not apply to and **we** will have no obligation to pay any sums, including any **loss, damages, claim expenses**, or other **covered amounts**, for any **claim, event, or occurrence** based upon or arising out of:

- a. **your** advice about or selection of any investment manager or investment advisory, custodial, or similar firm.
- b. **your** advice, promise, or guarantee about the future performance or value of investments, rates of return, or interest.
- c. the fluctuation in the value of any security.
- d. **your** improper use of any client funds, monies, assets, or property, or the inability or failure to pay, collect, or safeguard funds.
- e. the failure of investments to perform as expected or desired.
- f. the attesting to or audit, review, or compilation of financial statements.

Endorsement effective: 05/12/2021

Certificate No.: MPL1571467.21

Endorsement No: 4

Processed Date: 04/12/2021

Hiscox Inc.

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

Authorized Representative  
Kevin Kerridge





520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

### Endorsement 5

NAMED INSURED: Lake Havasu Metropolitan Planning Organization

#### **E6366.1 Cyber Incidents Clarification Endorsement (PL)**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

- I. The Miscellaneous Professional Liability or Real Estate and Property Managers Professional Liability Coverage Part (if purchased) is amended as follows:  
In Section VI. Exclusions – What is not covered, the “Privacy” exclusion is deleted in its entirety and replaced with the following:  
Privacy and cyber incidents PR-1. based upon or arising out of any actual or alleged:
  - a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control;
  - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information;
  - c. total or partial damage to, loss, corruption, deterioration, destruction, or alteration of, or the inability or impaired ability to access or manipulate any electronic data, software, electronic databases, computers, or any part of a computer system or network;
  - d. denial of service or delay, disruption, impairment, failure, or outage of any part of a computer system or network;
  - e. unauthorized or unlawful access to any electronic data or any part of a computer system or network, including through the transmission of any malicious code, such as a computer virus, worm, logic bomb, malware, spyware, Trojan horse, or other fraudulent or unauthorized computer code; or
  - f. threat, hoax, or demand relating to subparts a through e above.
  
- II. The General Liability Coverage Part (if purchased) is amended as follows:  
  
In Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part, the “Privacy” exclusion is deleted in its entirety and replaced with the following:  
**We** will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any **claim**, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:  
Privacy and cyber incidents PR-1. based upon or arising out of any actual or alleged:
  - a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control;



520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

#### Endorsement 5

NAMED INSURED: Lake Havasu Metropolitan Planning Organization

- b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information;
- c. denial of service or delay, disruption, impairment, failure, or outage of any part of a computer system or network;
- d. unauthorized or unlawful access to any electronic data or any part of a computer system or network, including through the transmission of any malicious code, such as a computer virus, worm, logic bomb, malware, spyware, Trojan horse, or other fraudulent or unauthorized computer code; or
- e. threat, hoax, or demand relating to subparts a through d above.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the:

- i. failure to prevent any cyber incident listed in subparts a through d above or any resulting **property damage, bodily injury, or personal and advertising injury**; or
- ii. failure to report any cyber incident listed in subparts a through d above to the authorities.

III. The Technology Professional Liability Coverage Part (if purchased) is amended as follows:

Section I. What is covered is deleted in its entirety and replaced with the following:

#### **I. What is covered**

**We** will pay up to the **coverage part limit** for **damages** and **claim expenses** in excess of the **retention** for covered **claims** against **you** resulting from the performance of **your technology services** by **you** or anyone on **your** behalf (including **your** subcontractors, outsourcers, or independent contractors) on or after the **retroactive date**, for any actual or alleged:

- 1. negligent act, error, or omission, or negligent misstatement or negligent misrepresentation, including any of the foregoing that results:
  - a. from a cyber incident **you** sustain which prevents or impedes **your** performance of **technology services**; or
  - b. in a cyber incident impacting **your client**; however, this subsection b will not include an actual or suspected data breach sustained by **your client**; or
- 2. unintentional breach of a written contract with **your client**, including an unintentional breach resulting from a cyber incident **you** sustain that prevents or impedes **your** performance of **technology services**,

provided the **claim** is first made against **you** during the **policy period** and is reported to **us** in accordance with Section V. Your obligations.



520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 5**

NAMED INSURED: Lake Havasu Metropolitan Planning Organization

In Section VII. Definitions, the following is added to the end of the definition of "**Damages**":

**Damages** does not include any amounts owed by **you** under a written contract, including a client services agreement, regarding an actual or suspected data breach of personally identifiable information or confidential corporate information that is held or transmitted in any form.

IV. In the event that there is a conflict between this Endorsement and any other term or condition in another endorsement attached to and forming a part of this policy with respect to coverage for any **claim** or other covered matter, **we** will apply the terms or conditions that are more favorable to **you** for such **claim** or other covered matter.

Endorsement effective: 05/12/2021

Certificate No.: MPL1571467.21

Endorsement No: 5

Processed Date: 04/12/2021

Hiscox Inc.

A handwritten signature in black ink, appearing to read "Kevin Kerridge", with a stylized flourish at the end.

Authorized Representative  
Kevin Kerridge



**Hiscox Inc.**  
520 Madison Avenue – 32<sup>nd</sup> Floor  
New York, NY 10022

## CYBER NOTICE

In light of the continually evolving cyber risk environment, starting January 1, 2021, Hiscox Inc. policies incepting on or after January 1, 2021 will include specific language affirmatively stating whether we are covering or excluding losses caused by cyber events.

Your **Hiscox Pro™** policy will include the following endorsement(s), depending on the type of coverage(s) you have purchased:

<b>Miscellaneous Professional Liability</b> <b>(Including all tailor-made products)</b>	<u>Cyber Exclusion Endorsement</u> explaining the intent to exclude losses arising from described cyber events or incidents.  This endorsement potentially reduces the scope of coverage offered under the policy.
<b>Technology Professional Liability</b>	<u>Cyber Clarification Endorsement</u> affirmatively stating our intent to cover specified covered losses arising from described cyber events or incidents.  This endorsement clarifies and does not alter the intended scope of coverage offered under your policy.
<b>General Liability</b>	<u>Cyber Exclusion Endorsement</u> explaining the intent to exclude losses arising from described cyber events or incidents.  This endorsement potentially reduces the scope of coverage offered under the policy.
Any limitations contained in the above referenced endorsement(s) will not apply to otherwise covered losses explicitly described in the endorsement(s), or to loss covered in a Network Security and Privacy or other similar endorsement you have purchased, if applicable.	

If you have additional questions or concerns about the endorsement or this Notice, please contact your authorized insurance agent or broker. Thank you for your business and we look forward to continue providing you with quality service.

**Hiscox Insurance Company Inc.**

## **ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE**

---

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.

**Certificate Of Completion**

Envelope Id: 25610B04AC914AE582DFDD08867C1C0C

Status: Completed

Subject: Please DocuSign: LHMPO Work Program Agreement 07/01/21 - 06/30/23

Source Envelope:

Document Pages: 83

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 8

Sally J. Palmer

AutoNav: Enabled

206 S 17th Ave

Enveloped Stamping: Enabled

Phoenix, AZ 85007

Time Zone: (UTC-07:00) Arizona

SPalmer@azdot.gov

IP Address: 72.217.23.112

**Record Tracking**

Status: Original

Holder: Sally J. Palmer

Location: DocuSign

4/30/2021 10:55:47 AM

SPalmer@azdot.gov

**Signer Events****Signature****Timestamp**Jason James, Transportation Planning Program  
ManagerA blue ink signature of Jason James, appearing as 'JJTPPM', enclosed in a blue rectangular box with a small 'DS' icon in the top left corner.

Sent: 4/30/2021 11:13:28 AM

Viewed: 4/30/2021 11:34:25 AM

Signed: 4/30/2021 11:37:13 AM

jjames6@azdot.gov

Planning PM

Signature Adoption: Pre-selected Style

ADOT

Using IP Address: 47.215.129.73

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jeanette Buckley, Administrative Specialist II  
BuckleyJ@lhcaz.govA blue ink signature of Jeanette Buckley, appearing as 'JBASI', enclosed in a blue rectangular box with a small 'DS' icon in the top left corner.

Sent: 4/30/2021 11:37:19 AM

Viewed: 4/30/2021 11:55:52 AM

Signed: 4/30/2021 12:02:25 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 4.71.34.130

**Electronic Record and Signature Disclosure:**

Accepted: 4/30/2021 11:55:52 AM

ID: 9fb3b3bc-9220-4f00-915f-2c2b7b586b3f

Processor

**Completed**

Sent: 4/30/2021 12:02:29 PM

trncontracts@azag.gov

Viewed: 4/30/2021 12:48:52 PM

Security Level: Email, Account Authentication  
(None)

Using IP Address: 159.87.87.61

Signed: 5/10/2021 9:44:49 AM

**Electronic Record and Signature Disclosure:**

Accepted: 5/10/2021 9:42:13 AM

ID: 477973bf-dea5-453b-b1c6-d5d322663299

Kelly Garry

A blue ink signature of Kelly Garry, appearing as 'kelly Garry', enclosed in a blue rectangular box with a small 'DocuSigned by:' icon in the top left corner and a long alphanumeric string '04EC72D9510A4E6...' at the bottom.

Sent: 5/10/2021 9:44:53 AM

Viewed: 5/10/2021 10:13:47 AM

Signed: 5/10/2021 11:17:15 AM

GarryK@lhcaz.gov

Attorney for LHMPO

LHMPO

Signature Adoption: Pre-selected Style

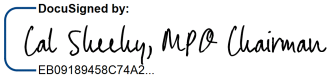
Security Level: Email, Account Authentication  
(None)

Using IP Address: 4.71.34.130

**Electronic Record and Signature Disclosure:**


Accepted: 5/10/2021 10:13:47 AM

ID: 0a138e18-1dc8-438c-b826-654950c7ffd0

Signer Events	Signature	Timestamp
Cal Sheehy, MPO Chairman SheehyC@lhcaz.gov LHCMPO Chairman Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Cal Sheehy, MPO Chairman EB09189458C74A2...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 4.71.34.130</p>	Sent: 5/10/2021 11:17:20 AM Viewed: 5/12/2021 2:34:38 PM Signed: 5/12/2021 2:36:00 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/12/2021 2:34:38 PM  
 ID: 6c2c4216-b2ae-4845-9f5a-0ee6cf478a3c

Sarah Lojewski, Administrative Specialist  
 lojewskis@lhcaz.gov  
 Security Level: Email, Account Authentication (None)




DocuSigned by:  
Sarah Lojewski, Administrative Specialist  
D888C1A64A2E414...

Sent: 5/12/2021 2:36:04 PM  
 Viewed: 5/13/2021 10:10:34 AM  
 Signed: 5/13/2021 10:23:27 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 4.71.34.130

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/13/2021 10:10:34 AM  
 ID: 8f0d6df3-b115-40df-a2f1-17a9dec68d85

Gregory Byres, Division Director  
 GByres@azdot.gov  
 Multimodal Division Dir  
 ADOT  
 Security Level: Email, Account Authentication (None)



DocuSigned by:  
Gregory Byres, Division Director  
6E1FEBD8FEEF421...

Sent: 5/13/2021 10:23:34 AM  
 Viewed: 5/18/2021 3:46:09 PM  
 Signed: 5/18/2021 3:46:48 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 69.244.26.97

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

MPD Authorizations  
 MPDAuthorization@azdot.gov  
 Security Level: Email, Account Authentication (None)



DS

Sent: 5/18/2021 3:46:53 PM  
 Viewed: 5/19/2021 7:35:19 AM  
 Signed: 5/19/2021 10:30:27 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 68.3.157.42

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/19/2021 10:20:19 AM  
 ID: 48579816-b16d-4099-9f17-9cfaa34f0cb6

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Sarah Lojewski, Administrative Specialist  
 lojewskis@lhcaz.gov  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/19/2021 10:30:35 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/13/2021 10:10:34 AM  
 ID: 8f0d6df3-b115-40df-a2f1-17a9dec68d85



Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2021 11:13:28 AM
Certified Delivered	Security Checked	5/19/2021 7:35:19 AM
Signing Complete	Security Checked	5/19/2021 10:30:27 AM
Completed	Security Checked	5/19/2021 10:30:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Arizona Dept of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

**To advise Arizona Dept of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Arizona Dept of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Arizona Dept of Transportation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.